

आरत के राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

स. 12] नई दिल्ली, मार्च 18—मार्च 24, 2007, शनिवार/फल्गुन 27, 1928—चैत्र 03, 1929
No. 12] NEW DELHI, MARCH 18—MARCH 24, 2007, SATURDAY/PHALGUNA 27, 1928—CHAITRA 03, 1929

इस भाग में विवरणीय घट संख्या दी जाती है जिससे कि यह प्रथक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए साधिकारिक आदेश और अधिनियम
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्यिक, लोक शिकायत तथा पेशन मंत्रालय

(कार्यिक और अविवाहित विभाग)

नई दिल्ली, 9 मार्च, 2007

का.आ. 808—केन्द्रीय सरकार एवं द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ जारी अठ 5 की उपलब्धा (1) द्वारा इन्द्र रामियाँ का प्रयोग करते हुए झारखांड राज्य सरकार, गृह विभाग की अधिसूचना सं. 6/मीमीआई-1004/2007-रांची दिनांक 07-03-2007 द्वारा प्राप्त सहमति से पुलिस स्टेशन-घाटशिला में भारतीय दण सौहिता की धारा 302, 307, 379, 383, 427, 435/34, आयुष अधिनियम की धारा 27 और सीएलए एक्ट की धारा 17.(i)-(ii) के अन्तर्गत जिला-पूर्वी सिंहभूम (जमशेदपुर), पुलिस स्टेशन घाटशिला में जमशेदपुर संसदीय क्षेत्र से जे. एम. एम. के सांसद श्री सुनील कुमार महतो तथा अन्यों की हत्या से संबंधित अपराध सं. 0028/07 दिनांक 05/03/2007 सहित उक्त मामलों से संबंधित अथवा संस्कृत प्रयत्न, दुष्क्रेषण और घड़यंत्र

तथा उसी संबंधित के अनुक्रम में विवरणीय घट संख्यों से उद्धृत किसी अन्य अपराध का अपेक्षण अर्थात् के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियाँ और अधिकारिता की विस्तार सम्पूर्ण झारखांड राज्य पर करती है।

[सं. 228/15/2007-ए.वी.डी.-II]

चंद्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel & Training)

New Delhi, the 9th March, 2007

S.O. 808.—In exercise of the powers conferred by sub-section (1) of Section 5, read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Jharkhand, Home Department vide

Notification No. 6/CBI-1004/2007-Ranchi dated 07-03-2007 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Jharkhand for investigation in Crime No. 0028/07 dated 05-03-2007 under Sections 302, 307, 379, 353, 427, 435, 34 IPC, Section 27 Arms Act and Section 17 (i) (ii) CLA Act. PS Ghatshila regarding the murder of Shri Sunil Kumar Mahto, J.M.M., M.P. from Jamshedpur Parliamentary constituency and others in the District of East Singhbhum (Jamshedpur), PS Ghatshila including abetment, attempt and conspiracy in relation to or in connection with the said offences and any other offence committed in the course of the same transaction or arising out of the same facts.

[No. 228/15/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय उत्पाद शुल्क तथा सीमा शुल्क के मुख्य आयुक्त का कार्यालय)

पुणे, 31 जनवरी, 2007

सं. 02/2007-सीमा शुल्क

का.आ.809—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा दिनांक 01-07-1994 को जारी अधिसूचना संख्या-33/94-सीमा शुल्क (नॉन टैरिफ) द्वारा मुझे प्रदत्त अधिकारों का प्रयोग करते हुए मैं, गोवा राज्य में, तालुका क्षेत्रम के ग्राम “शेल्वोना” को वेयरहाउसिंग स्टेशन निर्माण तथा अन्य गतिविधियों के लिए, सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 के अधीन वेयरहाउसिंग स्टेशन घोषित करता हूँ।

[फा. सं. VIII/48-76/मु.आ.का.पुणे क्षेत्र/06]

आर. शर्मा, मुख्य आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

(OFFICE OF THE CHIEF COMMISSIONER OF
CENTRAL EXCISE AND CUSTOMS)

Pune, the 31st January, 2007

No. 02/2007-Cus

S.O. 809.—In exercise of the powers conferred on me by Notification No. 33/94-Cus(NT), dt'd 1-7-94 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I hereby declare Village 'Shelvona' (Xelvona), Taluka Quepem, Goa in the State of Goa to be a

Warehousing Station, under Section 9 of the Customs Act, 1962 (52 of 1962), for Manufacture and Other Activities under Warehouse Regulations, 1966.

[F. No. VIII/48-76/CCU/PZ/06]

R. SHARMA, Chief Commissioner

कार्यालय आयुक्त, केन्द्रीय उत्पाद शुल्क आयुक्तालय, द्वितीय

जयपुर, 8 मार्च, 2007

सं. 01-सीमा शुल्क (एनटी) 2007

का.आ. 810.—सीमा शुल्क अधिनियम 1962 की धारा 152 के खण्ड (ए) के तहत भारत सरकार वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94-सीमा शुल्क (एनटी) दिनांक प्रथम जुलाई, 1994 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं बी. एस. वी. मूर्ति, आयुक्त, केन्द्रीय उत्पाद शुल्क, जयपुर-द्वितीय एतद्वारा, शतप्रतिशत निर्यात संवर्धन इकाई स्थापित करने के उद्देश्य से सीमा शुल्क अधिनियम 1962 की धारा 9 के अन्तर्गत राजस्थान राज्य में भीलवाडा को भण्डारण स्टेशन (वेयरहाउसिंग स्टेशन) घोषित करता हूँ।

[फा. सं. पंचम (ईओयू)30/जेपी-II/05/2007]

बी. एस. वी. मूर्ति, आयुक्त

OFFICE OF THE COMMISSIONER CENTRAL EXCISE-II

Jaipur, the 8th March, 2007

No. 01—CUS(NT) 2007

S.O. 810.—In exercise of the powers conferred by Notification No. 33/94-Customs (NT) dated the 1st July, 1994, of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, issued under clause (a) of Section 152 of Customs Act, 1962, I, B.S.V. Murthy, Commissioner of Central Excise Jaipur-II, hereby declare Bhilwara in the State of Rajasthan to be warehousing station under Section 9 of the Customs Act, 1962 for the purpose of setting up 100% EOU.

[F. No. V. (EOU)30/JP-II/05/2007]

B. S. V. MURTHY, Commissioner

(आधिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 8 मार्च, 2007

का.आ. 811.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारत सरकार, वित्त मंत्रालय,

पूर्ववर्ती राजस्व एवं बैंकिंग विभाग (बैंकिंग विभाग) 9 मार्च, 1977 को भारत के असाधारण राजस्व, भाग II खण्ड 3, उपखण्ड (ii) में दिनांक 7 मार्च, 1977 के का. आ. सं. 220(अ) के तहत प्रकाशित अधिसूचना में निम्नलिखित संशोधन करती है :

उपर्युक्त अधिसूचना में “जिला रामनाथपुरम, तिरुनेल्वेली, विरुधुनगर, शिवांगाई, तुटीकोरीन, मदुरई, पुदुकोट्टई, एवं डिंडिगल” शब्दों के स्थान पर “जिला विरुधुनगर, शिवांगाई, रामनाथपुरम, तिरुनेल्वेली, तुटीकोरीन, मदुरई, पुदुकोट्टई, डिंडिगल एवं कन्याकुमारी” शब्द प्रतिस्थापित किए जाएं।

[फा. सं. 7/11/2006-आरआरबी]

एम. के. मल्होत्रा, अवर सचिव

टिप्पणी : मूल अधिसूचना दिनांक 7 मार्च, 1977 के का.आ. 220(अ) के तहत भारत के राजस्व में प्रकाशित की गई थी और तत्पश्चात् 23 सितम्बर, 1985 के का.आ. 4825, 12 फरवरी, 1999 के का.आ. 521 तथा 1 सितम्बर, 2004 के का.आ. 2255 के तहत भारत के राजपत्र भाग II खण्ड 3 उपखण्ड (ii) में संशोधित की गई।

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 8th March, 2007

S. O. 811.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following further amendment in the Notification of the Government of India, in the Ministry of Finance, in the erstwhile Department of Revenue and Banking (Banking Wing) Number S. O. 220(E) dated the 7th March, 1977 published in the Gazette of India, Part II, Section 3 Sub-section (ii) dated the 9th March, 1977 namely :

In the said notification for the words “district of Ramanathapuram, Tirunelveli, Virudhunagar, Sivagangai, Tuticorin, Madurai, Pudukkottai and Dindigul”, the words “districts of Virudhunagar, Sivagangai, Ramanathapuram, Tirunelveli, Tuticorin, Madurai, Pudukkottai, Dindigul and Kanyakumari” shall be substituted.

[F. No. 7/11/2006-RRB]

M. K. MALHOTRA, Under Secy.

Note : The Principal notification was published vide S.O.220(E) dated the 7th March, 1977 and subsequently amended by notification(s) S. O. 4825 dated 23rd September, 1985, S. O. 521 dated 12th February, 1999 and S. O. 2255 dated 1st September, 2004 in the Gazette of India Part II, Section 3 Sub-section (ii).

विदेश भ्रातालय

(सी.पी.वी. डिवीजन)

नई दिल्ली, 27 दिसम्बर, 2006

का. आ. 812.—राजनयिक कौसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का उच्चायोग, इस्लामाबाद में श्री श्याम कुमार सह, श्री राजीव रंजन, श्रीमति अनीता कुमारी, उच्च श्रेणी लिपिक तथा श्री राजेश कुमारसिंह, निम्न श्रेणी लिपिक को दिनांक 27-12-2006 के द्वारा कौसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है। [सं. टी-4330/01/2006]

प्रीतम लाल, अवर सचिव (कौसली)

MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. Division)

New Delhi, the 27th December, 2006

S. O. 812.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Shyam Kumar Saha, UDC, Shri Rajeev Ranjan, UDC, Smt. Anita Kumari, UDC and Shri Raj Kumar Singh, LDC in the High Commission of India, Islamabad to perform the duties of Assistant Consular Officer with effect from 27th December, 2006.

[No. T-4330/01/2006]

PRITAM LAL, Under Secy. (Consular)

नई दिल्ली, 28 दिसम्बर, 2006

का. आ. 813.—राजनयिक कौसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का कौसलावास में श्री हरपाल सिंह सहायक को 28-12-2006 से सहायक कौसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है। [सं. टी-4330/01/2006]

प्रीतम लाल, अवर सचिव (कौसली)

New Delhi, the 28th December, 2006

S. O. 813.—In pursuance of the clause (a) of the section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government

hereby authorise Shri Harpal Singh, Assistant in the Consulate General of India, Saint Petersburg to perform the duties of Assistant Consular Officer with effect from 28th December, 2006.

[No. T-4330/01/2006]

PRITAM LAL, Under Secy. (Consular)

नई दिल्ली, 29 दिसम्बर, 2006

का. आ. 814.—राजनयिक कौसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास, बर्मिंघम में श्री तारा चन्द, सहायक को 29-12-2006 से सहायक कौसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/01/2006]

प्रीतम लाल, अवर सचिव (कौसलर)

New Delhi, the 29th December, 2006

S. O. 814.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Tara Chand, Assistant in the Consulate General of India, Birmingham to perform the duties of Assistant Consular Officer with effect from 29th December, 2006.

[No. T-4330/01/2006]

PRITAM LAL, Under Secy. (Consular)

नई दिल्ली, 29 दिसम्बर, 2006

का. आ. 815.—राजनयिक कौसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास, बगदाद में श्री वी. के. सुरेश, सहायक को 29-12-2006 से सहायक कौसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/01/2006]

प्रीतम लाल, अवर सचिव (कौसलर)

New Delhi, the 29th December, 2006

S. O. 815.—In pursuance of clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri V. K. Suresh, Assistant in the Embassy of India, Baghdad to perform the duties of Assistant Consular Officer with effect from 29th December, 2006.

[No. T-4330/01/2006]

PRITAM LAL, Under Secy. (Consular)

नई दिल्ली, 15 फरवरी, 2007

का. आ. 816.—राजनयिक कौसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास, कम्पाला में श्री एम. श्रीनिवासुलु, सहायक को 15-02-2007 से सहायक कौसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/01/2007]

प्रीतम लाल, अवर सचिव (कौसलर)

New Delhi, the 15th February, 2007

S. O. 816.—In pursuance of clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri M. Srinivasulu, Assistant in the High Commission of India, Kampala to perform the duties of Assistant Consular Officer with effect from 15th February, 2007.

[No. T-4330/01/2007]

PRITAM LAL, Under Secy. (Consular)

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 26 फरवरी, 2007

का.आ. 817.—इस मंत्रालय की दिनांक 08-01-2007 की समसंबद्धक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फ़िल्म प्रमाणन बोर्ड के कोलकाता सलाहकार पैनल के सदस्य के रूप में श्रीमती मलांचा घोष, 338, जोधपुर पार्क, कोलकाता-700068 को नियुक्त करती है।

[फा. सं. 809/1/2006-एफ (सी)]

संगीता सिंह, निदेशक (फ़िल्म)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 26th February, 2007

S. O. 817.—In continuation of this Ministry's notification of even number dated 8-1-2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematoraph (Certification) Rules, 1983, the Central Government is pleased to appoint Smt. Malancha Ghosh, 338, Jodhpur Park, Kolkata-700068 as member of the Kolkata Advisory Panel of the Central Board of Film

Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/1/2006-F(C)]
SANDETA SINGH, Director (Films)

स्वास्थ्य और परिवार कल्याण भवालय

नई दिल्ली, 9 मार्च, 2007

का.आ. 818.—डॉ. केतन धीरज स्लाइ देसाई को भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 की धारा 3 (1) (ख) में निहित उपर्योगों के अनुसार अश्रमलाई विश्वविद्यालय और गुजरात विश्वविद्यालय की सीनेटों द्वारा तथा भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 की धारा 3(1)(ग) के अन्तर्गत निहित उपर्योग के अनुसार गुजरात राज्य के पंजीकृत विकित्सा स्नातक विवाचित स्नातक के रूप से भारतीय आयुर्विज्ञान परिषद के सदस्य के रूप में नियुक्त करने हेतु निवाचित किया गया था।

दिल्ली उच्च न्यायालय में दाशर विवित रिट याचिका संख्या -23557/05-डॉ. गिरीश त्यागी बन्नम भारत संघ, में माननीय न्यायालय ने अन्य बारों के साथ-साथ डॉ. केतन देसाई के बारे में अधिसूचना जारी करने पर विचार-विमर्श किया और दिनांक 01-03-2007 और 06-03-2007 को आदेश प्राप्ति किए। दिनांक 06-03-2007 के आदेश में निहित संगत उद्धरण नीचे दिए गए हैं:-

“हमारे पूर्ण आदेश के क्रम में हम यहाँ यह भी देखते हैं कि डॉ. केतन देसाई न्यायालय में भौजूद हैं और उन्होंने बताया है कि वे अपना विकल्प धारा 3(1)(ग), पंजीकृत विकित्सा स्नातक, गुजरात के अधीन देते हैं और वे अन्य दो जगहों जहाँ से उन्हें अधिसूचना के आधार पर निर्वाचित किया गया है, को छोड़ते हैं। श्री के. वी.एस. राव, उप सचिव, और स्वास्थ्य एवं परिवार कल्याण मंत्रालय के अनुदेशों पर भारत संघ के लिए पेश विट्ठल काउंसल निवेदन करता है कि इस तथ्य के बावजूद कि डॉ. केतन देसाई को तीन विभिन्न निवाचित क्षेत्रों/विश्वविद्यालयों/राज्यों में निवाचित किया गया है, उनके संबंध में अधिसूचना जारी करने के बारे में कुछ आपत्तियाँ हैं। इस आधार के ब्यान में खटते हुए इसने इस मामले पर विचार करने हेतु उन्हें अपने दिनांक 1 मार्च, 2007 के आदेश के तहत और समय दिया था लेकिन आज पुनः उनसे और समय के लिए अनुरोध आया है। हमें समझते हैं कि यह अनुरोध अनैचित्यपूर्ण है। सभी संवैधित प्राधिकारियों को इस न्यायालय द्वारा निदेश दिया गया है कि वे 31 मार्च, 2007 तक भारतीय आयुर्विज्ञान परिषद के लिए समस्त प्रक्रिया को पूरा करें जिससे पहले भारत संघ को भारतीय आयुर्विज्ञान परिषद अधिनियम के उपर्योगों के अनुसरण में निवाचित सदस्यों के लिए अधिसूचनाएं जारी करनी होंगी। हमारे सामने यह विचार नहीं है कि एक रिट याचिका पर इस न्यायालय द्वारा निर्णय किया गया जिसमें डॉ. केतन देसाई को बदनाम किए गए भारतीय आयुर्विज्ञान

परिषद के अध्यक्ष द्वारा से हटाया जाया था। जहाँ तक भारतीय आयुर्विज्ञान परिषद की सदस्यता का संबंध है, वे नए चुनाव किए जाने तक एमसीआई के सदस्य बने रहे तथा उन्हें तीन विभिन्न स्थानों से निवाचित बतलाया जाता है। दूसरे, केंद्रीय अन्वेषण बोर्ड कार्यकरण की जांच कर रहा था और डॉ. केतन देसाई द्वारा दीन-दीन/वांच-पढ़ातात्र में शामिल हुए व्यक्तियों वो से एक स्वाक्षर है और बोर्डीय अन्वेषण बोर्ड ने एक विश्वसनीय रिपोर्ट काफ़ी बड़ी है जिसे सभी लोगोंको के निवाचित द्वारा रखी गयी है। डॉ. केतन देसाई, जैसा कि पहले ही देखा जा चुका है, ने अधिसूचना के जारी होने के अवधीन अपने विकल्प का प्रयोग किया है। उन्हें द्वारा परिवारी रूप से रिक्त किए गए दोनों स्थानों में नए चुनाव कराए जाने होंगे और इस तरह निवाचित व्यक्तियों का भारतीय आयुर्विज्ञान परिषद में प्रतिनिधित्व होगा। इस तरह यह व्यापकीय है कि भारत संघ को इसी अधिसूचना अतिरिक्त जारी करने का यह दोनों निकायों को अपनी चुनाव प्रक्रिया परी करने के लिए सुनिश्चित करने तथा 28 मार्च, 2007 तक निर्वाचित सदस्यों को नाम प्रस्तुत करने का निवेश हुआ है जिससे कि भारत संघ 31 मार्च, 2007 को या इससे पहले अधिसूचना जारी करने वें समर्थ हो सके।

हम यह स्पष्ट करते हैं कि इस आदेश में निहित निर्देश पक्षकारों के अधिकारों के इस पूर्वाग्रह के बर्दाह हैं।

अतः अब सीडब्ल्यूपी.सं. 23557/05, विवित उच्च न्यायी बन्नम भारत संघ और अन्य में दिल्ली उच्च न्यायालय के दिनांक 06-03-2007 के आदेशों तथा उक्त अधिनियम की धारा 3 की उच्च-धारा (1) के खंड (ग) के उपर्योग के अनुसरण में केन्द्र सरकार एवं द्वारा भारत सरकार के तत्कालीन स्वास्थ्य संस्कारण की विकासक 9.व्यवस्थी, 1960 की अधिसूचना संख्या का. आ. 138 में निम्नलिखित और संशोधन करती है, अर्थात् :

उक्त अधिसूचना में “धारा 3 की उच्च-धारा (1) के 2005 (ग) के अन्तर्गत निवाचित” शीर्षक के अन्तर्गत कॉम सं. 14 के सामने निम्नलिखित प्राविष्टियों प्रतिस्थापित की जाएगी :-

“14. डॉ. केतन देसाई आरएमजी, गुजरात 4/ए, विशिष्ट अपार्टमेंट मैट पालीविलिन काउंसल के सामने अंबावाडी, अहमदाबाद, गुजरात, पिन-380015”

यह अधिसूचना उपर्युक्त रिट याचिका में दिल्ली उच्च न्यायालय के दिनांक 6-3-2007 के आदेश में व्यापकीय प्रभावों के अधिकारों के प्रति सूचाग्रह के बिना जारी की जाएगी।

[सं. वी-11013/2/2006-एमई(पी-१)]

दी.जे.एस. चावला, अधर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 9th March, 2007

S.O. 818.—Whereas Dr. Ketan Dhirajlal Desai was elected by Senates of Annamalai University and Gujarat University as per provisions contained in Section 3(1)(b) of the Indian Medical Council Act, 1956 and also from Registered Medical Graduates (RMG) Constituency of State of Gujarat as per provision contained under Section 3(1)(c) of the IMC Act, 1956 for appointment as Member of Medical Council of India.

Whereas in the CWP No. 23557/05 - Dr. Girish Tyagi Versus Union of India filed in Delhi High Court, the Hon'ble Court deliberated inter alia on the issue of the notification in respect of Dr. Ketan Desai and passed orders on 01-03-2007 and 06-03-2007. The relevant extracts contained in the order dated 06-03-2007 are reproduced below :—

"In continuation to our previous order, we may also notice here that Dr. Ketan Desai is present in Court and has stated that he exercises his choice under Section 3(1)(c), RMG, Gujarat and is prepared to give up the other two places from where he has been elected upon notification. Learned Counsel appearing for UOI upon instructions from Mr. K. V. S. Rao, Deputy Secretary, and Ministry of Health & Family submits that the UOI has certain reservations about issuance of notification in relation to Dr. Ketan Desai despite the fact that he has been elected from three different constituencies/universities/states. Keeping in view this stand, we had granted them further time vide our order dated 1st March, 2007 to consider the matter but today again there is a request for further time. We find the request to be unjustified. All concerned authorities have been directed by this court to complete the entire election process to MCI by 31st March, 2007 before which the UOI has to issue notifications for the elected members in accordance with the provisions of the MCI Act. It is not disputed before us that a writ petition was decided by this court wherein Dr. Ketan Desai was removed from being a President of the MCI though without casting any aspersions on him. As far as membership of the MCI was concerned, he continued to be member of the MCI till fresh elections were held and he is stated to be elected from three different places. Secondly, CBI was looking into the functioning and Dr. Ketan Desai was one of the persons involved in the inquiry/investigation and the CBI has filed a cancellation report which has been accepted by the court of competent jurisdiction. Dr. Ketan Desai, as already noticed, has exercised his choice subject to issuance of notification. In the two places resultantly vacated by him, fresh elections would have to be conducted and persons so elected, would represent in the MCI. Thus, it is desirable that the UOI is directed to issue such a notification at the earliest and inform the remaining two bodies to complete their election process and submit the names of the elected

members by 28th March, 2007 to enable the UOI to issue notification on or before 31st March, 2007.

We make it clear that the directions contained in this order are without prejudice to the rights of the parties.

Now, therefore, in pursuance of orders dated 06-03-2007 of Delhi High Court in the CWP No. 23557/05, Girish Tyagi Versus Union of India and Others and the provision of clause (c) of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes following further amendments in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely :

In the said Notification, under the heading, "Elected under clause (c) of sub-section (1) of Section 3", against serial number 14, the following entries shall be substituted, namely :—

"14. Dr. Ketan. D. Desai 4/A, Vasista Apartment Opposite Polytechnic College, Ambawadi, Ahmedabad, Gujarat, PIN- 380015"	RMG, Gujarat
--	--------------

This notification is made without prejudice to the rights of the parties as indicated in the Delhi High Court order dated 6-3-2007 in the above mentioned writ petition.

[No. V-11013/2/2006-ME(P-1)]

T.J.S. CHAWLA, Under Secy.

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 9 मार्च, 2007

का.आ. 819.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3की उपधारा (1) (ख) के उपबंध के अनुसरण में डा. महिसेकर दिलीप गोविंदराव, संकाय सदस्य, कायचिकित्सा, स्वामी रामानंद तीरथ मराठवाड़ा विश्वविद्यालय को स्वामी रामानंद तीरथ मराठवाड़ा विश्वविद्यालय, नारेड़ के सीनेट द्वारा भारतीय आयुर्विज्ञान परिषद के रूप में निर्वाचित किया गया है।

जबकि माननीय दिल्ली उच्च न्यायालय ने गिरीश त्यागी बनाम भारत संघ के मामले में रिट याचिका (सिविल) 23557/05 में 01-03-2007 को दिए गए अपने आदेश में निर्देश दिया है कि सक्षम न्यायालय के क्षेत्राधिकार द्वारा पारित आदेशों के अध्यवधीन, वे विश्वविद्यालय जिनसे राज्य में मेडिकल कालेज सम्बद्ध हैं और इन कालेजों का संबंधन राज्य के स्वास्थ्य विश्वविद्यालय से अब तक सम्बद्ध नहीं हुआ है, भारतीय आयुर्विज्ञान परिषद में प्रतिनिधित्व करते होंगे लेकिन यह उस अधिसूचना के द्वारा समाप्त हो सकेगा जिसके तहत उक्त मेडिकल कालेजों को संबंधित राज्य में संबंधित स्वास्थ्य विश्वविद्यालय से सम्बद्ध किया गया हो।

जबकि माननीय दिल्ली उच्च न्यायालय को भारत संघ की ओर से यह भी सूचित किया गया था कि माननीय उच्चतम न्यायालय में विशेष अनुभव याचिका ढाली गई है जिसमें उठाए गए मुद्दों में से एक मुद्दा यह था कि क्या राज्य में स्वास्थ्य विश्वविद्यालय बन जाने के बाद भी पारंपरिक विश्वविद्यालयों को भारतीय आयुर्विज्ञान परिषद भी प्रतिनिधित्व करना चाहिए,

अतः, अब, सिविल रिट याचिका संख्या 23557/2005—डॉ. गिरिश त्यागी बनाम भारत संघ और अन्य में दिल्ली उच्च न्यायालय के । मार्च, 2007 के आदेशों तथा उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एवं द्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उप-धारा (1) के खण्ड (ख) के अधीन निर्वाचित” शीर्षक के अंतर्गत क्रम सं. 23 के सामने निम्नलिखित प्रविस्तियां प्रतिस्थापित की जाएँगी अर्थात् :—

“23. डॉ. महिसेकर दिलीप गोविंदराव स्वामी रामानंद तीरथ कैलाश नगर, मराठवाड़ा विश्वविद्यालय, नांदेड़, महाराष्ट्र नांदेड़”
पिन-431602

यह अधिसूचना और भारतीय आयुर्विज्ञान परिषद में सदस्य के रूप में डॉ. महिसेकर दिलीप गोविंदराव का बना रहना विश्व आयुर्विज्ञाका संख्या 19242/06 में माननीय उच्चतम न्यायालय के आगामी आदेशों और इस विषय पर सक्षम क्षेत्राधिकार वाले अन्य न्यायालयों के आदेशों अथवा ऐसे समय तक जब तक एम.यू.एच.एस अधिनियम, 1998 के अनुसरण में महाराष्ट्र यूनिवर्सिटी आफ ईएस साइंसेज, नासिक से स्वामी रामानंद तीरथ मराठवाड़ा विश्वविद्यालय के अंतर्गत मेडिकल कालेजों की संबद्धता का हस्तांतरण नहीं हो जाता, जो भी पहले हो, के अध्ययनीन होंगा।

[सं. ची-11013/3/2006-एम ई(भीति-1)]

टी. जे. एस. चावला, अवर सचिव

(Department of Health and Family Welfare)

New Delhi, the 9th March, 2007.

S.O. 819.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Act, 1956 (102 of 1956) Dr. Mhaisekar Deelip Govindrao, member of the faculty of Medicine, Swami Ramanand Teerth Marathawada University has been elected by the Senate of the Swami Ramanand Teerth Marathawada University, Nanded, to be a member of the Medical Council of India.

Whereas the Hon'ble Delhi High Court in its order dated 01-03-2007 in the case of Girish Tyagi Versus Union of India in WP(C) 23557/05 directed that, subject to orders which may be passed by the court of competent jurisdiction, the Universities in which the medical colleges in the State are affiliated and the affiliation of these colleges has not so far been attached to the Health/Medical University of the State, would continue to be represented in the Medical Council of India but the same would be elapsed by the operation of the notification vide which the said medical colleges are affiliated to the concerned Health University in the respective States,

Whereas the Hon'ble High Court of Delhi was also informed that on behalf of the Union of India, Special Leave Petition has been preferred before the Hon'ble Supreme Court wherein one of the issues raised was whether the traditional universities should continue to be represented in the MCI even after formation of Health University in the State,

Now, therefore, in pursuance of orders dated 1st March 2007 of Delhi High Court in the CWP No. 23557/2005—Dr. Girish Tyagi Versus Union of India & Others and the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health Number S.O. 138 dated the 9th January, 1960, namely :—

In the said Notification, under the heading, “Elected under clause (b) of sub-section (1) of Section 3”, against serial number 23, the following entries shall be substituted, namely :—

“23. Dr. Mhaisekar Deelip Swami Ramanand Teerth Govindrao, Marathawada University, Kailash Nagar, Nanded, Maharashtra Nanded, Maharashtra Pin-431602

This notification and continuation of Dr. Mhaisekar Deelip Govindrao as member in the MCI is subject to the further orders of Hon'ble Supreme Court of India in SLP No. 19242/06 and the orders of other courts of competent jurisdiction on the issue or till such time notification is made to transfer the affiliation of medical colleges under Swami Ramanand Teerth Marathawada University to the Maharashtra University of Health Sciences, Nasik, in accordance with the MUHS Act, 1998, whichever is earlier,

[No. V-11013/3/2006-ME (Policy-I)]

T. J. S. CHAWLA, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 9 फरवरी, 2007

का.आ. 820.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स प्रिसाइज टेक्नो सिस्टम, 2, दूसरा तल, रावी चैम्बर, जी पी ओ रिलिफ रोड के पास, अहमदाबाद-380 001 द्वारा विनिर्भित मध्यम यथार्थता (यथार्थता वर्ग-HII) वाले “बी डब्ल्यू” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “वोलेक्स” है (जिसे इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह आई एन डी/09/07/26 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 500 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपर्युक्त करता है। उपकरण 230 बोल्ट, 50 हर्ट्ज ग्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्भाता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्भित किया गया है, विनिर्भित उसी शृंखला के ऐसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(03)/2007]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

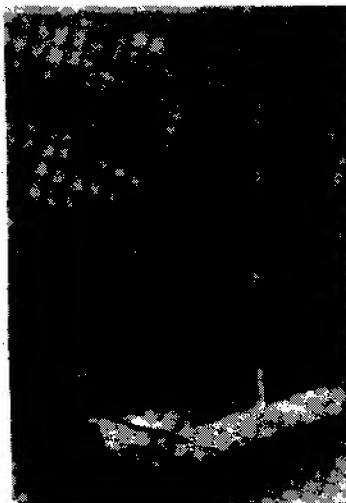
MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 9th February, 2007

S.O. 820.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self-indicating, non-automatic, (Platform type) weighing instrument with digital indication of "VW" series of medium accuracy (Accuracy class-III) and with brand name "VOLEX" (herein referred to as the said Model), manufactured by M/s. Precise Techno System, 2, 2nd Floor, Ravi Chamber, Near G.P.O. Relief Road, Ahmedabad-380 001 and which is assigned the approval mark IND/09/07/26;



The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 500 kg. and minimum capacity of 2 kg. The verification scale interval (a) is 100-g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of same series with maximum capacity above 50kg and upto 5000kg and with number of verification scale interval (n) in the rage of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(03)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 9 फरवरी, 2007

का.आ. 821.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स प्रिसाइज टेक्नो सिस्टम, 2, दूसरा तल, राबी चेम्बर, जी पी ओ रिलिफ रोड के पास, अहमदाबाद-380 001 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) बाले “बी जे” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टोप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “बोलेक्स” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/25 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है ;



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (टेबल टोप प्रकार) है। इसकी अधिकतम क्षमता 22 कि.ग्रा. और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्शी परिणाम उपदर्शित करता है। उपकरण 230 बोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉम्पिंग ल्योट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यहाँ घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक “ई” मान के लिये 100 से 50000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिये 5000 से 50,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

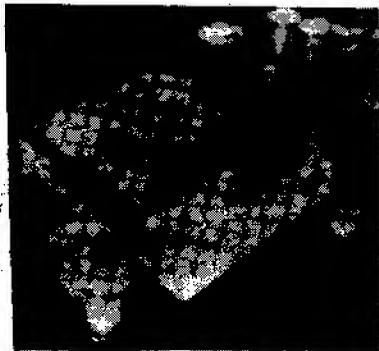
[फा. सं. डब्ल्यू एम-21(03)/2007]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 2007

S.O. 821.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop type) with digital indication of "VJ" series of high accuracy (Accuracy class-II) and with brand name "VOLEX" (herein referred to as the said model), manufactured by M/s. Precise Techno System, 2, 2nd Floor, Ravi Chamber, Near G.P.O. Relief Road, Ahmedabad-380 001 and which is assigned the approval mark IND/09/07/25.



The said Model is a strain-gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 22 kg and minimum capacity of 50g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply;

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity upto 50 kg and with number of verification scale interval (n) in the range of 100 to 50000 for ' e ' value of 1mg to 50 mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for ' e ' value of 100 mg or more and with ' e ' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

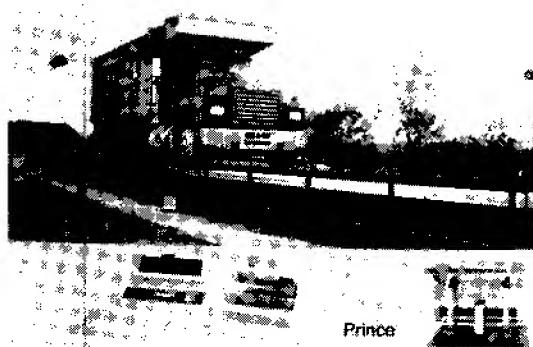
[F. No. WM-21(03)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 9 फरवरी, 2007

का.आ. 822.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा :

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स प्रिंस स्केल इंडस्ट्रीज, शॉप नं. 1, हरि ओम सोसाइटी के पास, ओटन, राजन्द्र पार्क के पास, अहमदाबाद, गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “पी डब्ल्यू बी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (बेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम “प्रिंस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2007/31 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 30000 कि.ग्रा. है और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्मिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल में बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के ‘ई’ मान के लिये 500 से 10,000 तक की रेंज में सत्यापन अन्तराल (एन) सहित 5000 कि.ग्रा. से 150 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

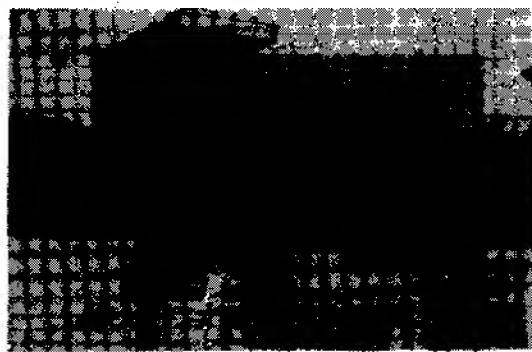
[फा. सं. डब्ल्यू एम-21(168)/2006]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 2007

S.O. 822.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Weighbridge type) with digital indication of "PWB"-series of medium accuracy (Accuracy class-III) and with brand name "PRINCE" (herein referred to as the said Model), manufactured by M/s. Prince Scale Industries, Shop No. 1, Near Hari Om Society, Odhav, Near Rajendra Park, Ahmedabad, Gujarat and which is assigned the approval mark IND/09/07/31.



The said Model is a strain gauge type load cell based weighing instrument with a maximum capacity of 30000 kg. and minimum capacity of 100 kg. The verification scale interval ('e') is 5kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply;

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity between 5000 kg and up to 150 tonne and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and 'e' value of the form 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(168)/2006]

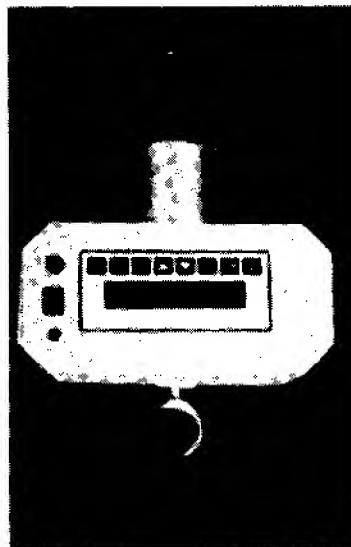
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 9 फरवरी, 2007

का.आ. 823.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स प्रिंस स्केल इंडस्ट्रीज, शॉप नं. 1, हरि ओम सोसाइटी के पास, ओटन, राजेन्द्र पार्क के पास, अहमदाबाद, गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “पी सी आर” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (क्रेन वेइंग प्रकार) के मॉडल का, जिसके ब्रांड का नाम “प्रिंस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2007/32 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 5000 कि.ग्रा. है और न्यूनतम क्षमता 10 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 500 ग्रा. है। इसमें किलोग्राम को लिटर में परिवर्तित करने के लिए अतिरिक्त सुर्कित है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्याप्त करता है। उपकरण 230 वोल्ट, सिंगल फेज और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल में बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्धित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के ‘ई’ मान के लिये 500 से 10000 तक की रेंज में सत्यापन अंतराल (एन) सहित 5000 कि.ग्रा. से 100 टन तक की अधिकतम क्षमता वाले हैं और ‘ई’ मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

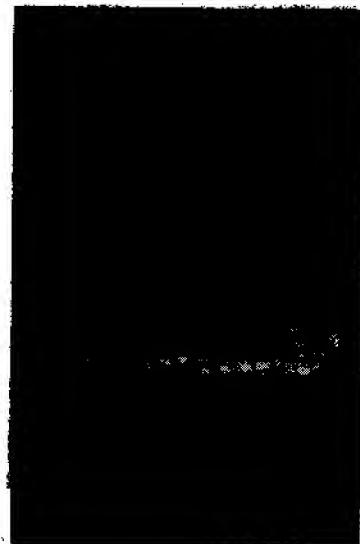
[फा. सं. डब्ल्यू एम-21(168)/2006]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 2007

S.O. 823.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Crane Weighing type) with digital indication of "PCR" series of medium accuracy (Accuracy Class-III) and with brand name "PRINCE" (herein referred to as the said Model), manufactured by M/s. Prince Scale Industries, Shop No. 1, Near Hari Om Society, Odhav, Near Rajendra Park, Ahmedabad, Gujarat and which is assigned the approval mark IND/09/07/32.



The said Model is a strain gauge type load cell based weighing instrument with a maximum capacity of 5000 kg and minimum capacity of 10 kg. The verification scale interval (*e*) is 500 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply. In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity between 5000 kg and up to 100 tonne and with number of verification scale interval (*n*) in the range of 500 to 10000 for '*e*' value of 5 g or more and '*e*' value of the form 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

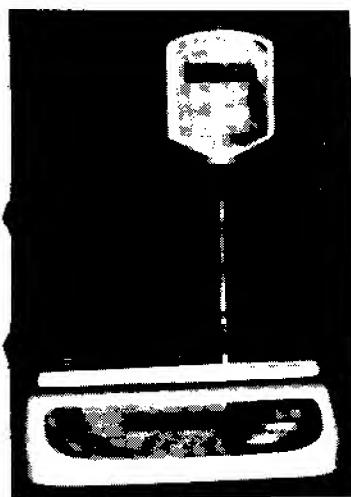
[F. No. WM-21(168)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 9 फरवरी, 2007

का.आ. 824.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट तथा माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बाट की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जूड इक्स्युपर्मेंट प्रा. लि., संख्या 50/29, नेहरू स्ट्रीट, मूण्डनार नगर, कोरुकुपेट, चेन्नई-600021 द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग-II) बाले “जेर्सी-जेर्सी” श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “ग्रेस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2007/20 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक विकृत गेज प्रकार का भार सैल आधारित तोलन अस्वचालित तोलन (टेबलटाप प्रकार) उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। इसका सत्यापन मापमान अंतराल 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है और उपकरण 230 वाल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत पर कार्य करता है।

स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा और मॉडल को बिक्री के पूर्व या उपरांत इसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धांत आदि के रूप में कोई परिवर्तन न किया जा सके।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्राम के ‘ई’ मान के लिये 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्राम या उससे अधिक के ‘ई’ मान के लिए 5000 से 50000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम तक की अधिकतम क्षमता बाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

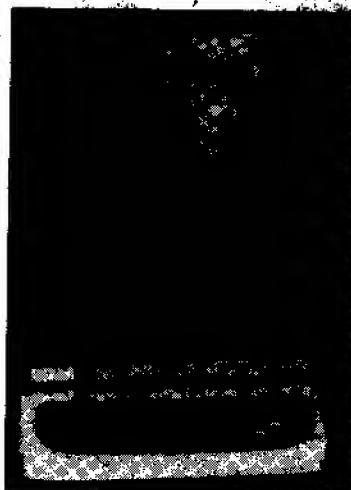
[फा. सं. डब्ल्यू एम-21(05)/2007]

आर. माधुरवृथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 2007

S.O. 824.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Tabletop type) with digital indication of "JEP-JIP" series of high accuracy (Accuracy Class-II) and with brand name "GRACE" (herein referred to as the said Model), manufactured by M/s. Jude Equipment Pvt. Ltd., No. 50/29, Nehru Street, Moopanar Nagar, Korukkupet, Chennai-600021 and which is assigned the approval mark IND/09/07/20.



The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop Type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (*e*) is 2 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50 kg and with number of verification scale interval (*n*) in the range of 100 to 50,000 for '*e*' value of 1mg to 50 mg and with number of verification scale interval (*n*) in the range of 5000 to 50,000 for '*e*' value of 100 mg or more and with '*e*' value of 1×10^k , 2×10^k or 5×10^k , *k* being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

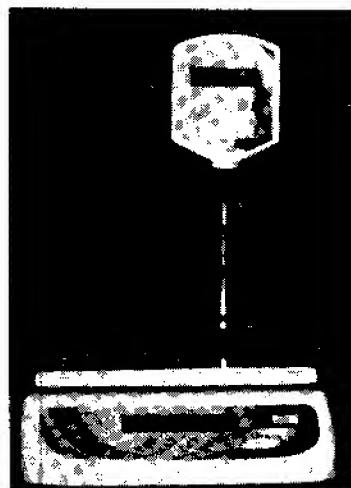
[F. No. WM-21(05)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 9 फरवरी, 2007

का.आ. 825.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट तथा माप मानक अधिनियम, 1976 (1976 का 60) और बाट तथा माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जूड इक्यूमेंट प्रा. लि., संग्रहा 50/29, नेहरू स्ट्रीट, मूपानारनगर, कोरुकुपेट, चेन्नई-600021 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “जैडीपी-टीयॉ” श्रृंखला के अंकक सूचक सहित, अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “ग्रेस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/21 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सैल आधारित अस्वचालित तोलन (टेबलटॉप प्रकार) उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। इसका सत्यापन मापमान अंतराल 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनामक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती भारा विद्युत प्रदाय पर कार्य करता है।

स्टार्मिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा और मॉडल को बिक्री के पूर्व या उपरांत इसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धांत आदि के रूप में कोई परिवर्तन न किया जा सके।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्राम के ‘ई’ मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्राम या उससे अधिक के ‘ई’ मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

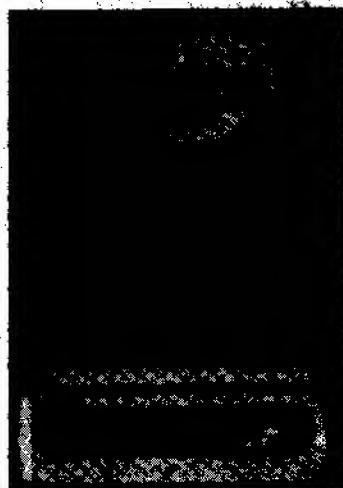
[फा. सं. डब्ल्यू एम-21(05)/2007]

आर. माथुरबृथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 2007

S.O. 825.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic (Tabletop type) weighing instrument with digital indication of "JEP-TB" series of medium accuracy (Accuracy Class-III) and with brand name "GRACE" (herein referred to as the said Model), manufactured by M/s. Jude Equipment Pvt. Ltd., No. 50/29, Nehru Street, Moopanar Nagar, Korrukkupet, Chennai-600021 and which is assigned the approval mark IND/09/07/21.



The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop Type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (*e*) is 5g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply;

In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 50kg and with verification scale interval (*n*) in the range of 100 to 10,000 for '*e*' value of 100mg to 2g and with verification scale interval (*n*) in the range of 500 to 10,000 for '*e*' value of 5 g or more and with '*e*' value of 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

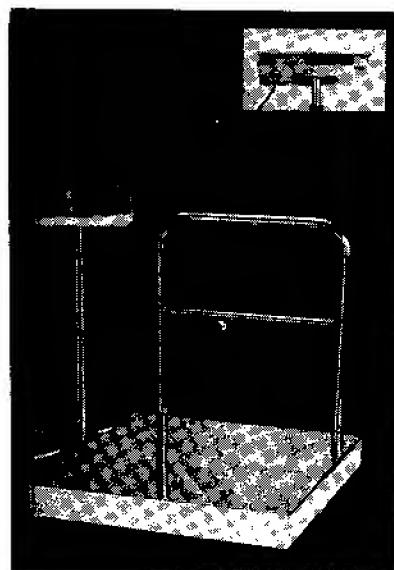
[F. No. WM-21(05)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 9 फरवरी, 2007

का.आ. 826.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट तथा माप मानक अधिनियम, 1976 (1976 का 60) और बाट तथा माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जूड इक्यूपैट प्रा. लि., संख्या 50/29, नेहरू स्ट्रीट, मूण्णगढ़, कोरकुपेट, चेन्नई-600021 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “जईपी-पीएफ” शृंखला के अंकक सूचक सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “ग्रेस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/22 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सैल आधारित तोलन अस्वचालित तोलन (प्लेटफार्म प्रकार) उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि.ग्रा. है। इसका सत्यापन मापमान अन्तराल 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत पर कार्य करता है।

स्टार्मिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा और मॉडल को बिक्री के पूर्व या उपरांत इसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धांत आदि के रूप में कोई परिवर्तन न किया जा सके।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुभोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेंक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्राम या उससे अधिक के ‘ई’ मान के लिये $500 \text{ से } 10,000$ तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम से अधिक और 5000 किलोग्राम तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^4, 2 \times 10^4$ या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

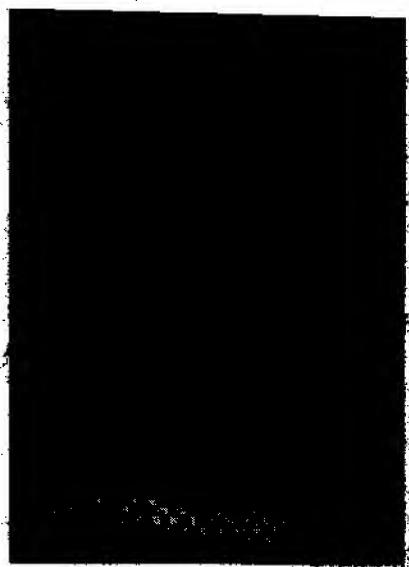
[फा. सं. डब्ल्यू एम-21(05)/2007]

आर. माथुरतृथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 2007

S.O. 826.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the self-indicating, non-automatic (Platform type) weighing instrument with digital indication of "JEP-PF" series of medium accuracy (Accuracy class-III) and with brand name "GRACE" (herein referred to as the said Model), manufactured by M/s. Jude Equipment Pvt. Ltd., No. 50/29, Nehru Street, Moopanar Nagar, Korukkupet, Chennai-600021 and which is assigned the approval mark IND/09/07/22.



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000 kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200g. It has a tare device with 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50 kg and up to 5000 kg and with number of verification scale interval (n) in the range of 500 to 10000 for ' e ' value of 5g or more and with ' e ' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

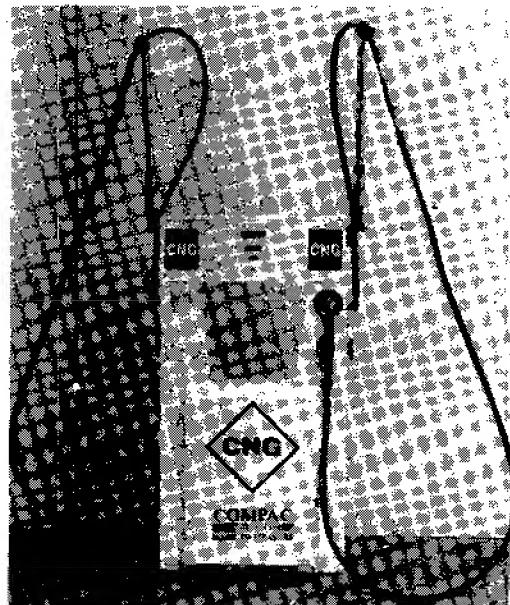
[F. No. WM-21(05)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 9 फरवरी, 2007

का.आ. 827.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कम्पैक इंडस्ट्री लि., 52 बॉल रोड, पैनरोज, ओकलैंड, न्यूजीलैण्ड द्वारा विनिमित “लेजर एल-सी एन जी डी-15” के वाहनों के लिए कम्पैक्स गैसइस प्यूल माप प्रणाली के मॉडल का, जिसके ब्रांड का नाम “कम्पैक एन जेड” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे भारत में मैसर्स लेकॉक इंजीनियर प्राइवेट लि, 409, अंसल मैजिस्टिक टॉवर, जी-17, विकास पुरी, नई दिल्ली को विपणित किया गया और जिसे अनुमोदन चिह्न आई एन डी/13/2006/309; समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है ;



उक्त मॉडल (नीचे दी गई आकृति देखें) वाहनों के लिए कम्पैक्स गैसइस प्यूल माप प्रणाली है। इसका उपयोग सी एन जी, ब्योगैस (विशेष रूप से मिथेन) के द्रव्यमाप को मापने के लिए किया जाता है। इसका अधिकतम प्रवाह दर 80/15 कि.ग्रा. प्रति मिनट और न्यूनतम प्रवाह दर 1 कि.ग्रा. प्रति मिनट है। न्यूनतम माप मात्रा 2 कि. ग्रा. है। अधिकतम इनलेट दबाव 35 एम पी ए है। उक्त मॉडल के जी-80 द्रव्यमान फ्लोमीटर मॉडल से विद्युत प्लस निर्गत प्राप्त करने के लिए सी 4000 कम्पैक मॉडल इलैक्ट्रॉनिक मूल्य कम्प्यूटिंग कैलकुलेटर/सूचक को सम्मिलित करने के लिए उपयुक्त है। माप का एकक कि.ग्रा में है। इसमें द्रव्यमान, मूल्य और दर के लिए प्रीसेट सुविधा है। रूपयों और द्रव्यमान के लिए सूचक 6 अंकों में है और मूल्य के लिए 4 अंकों में है।

स्टाम्पिंग प्लोट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल में बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

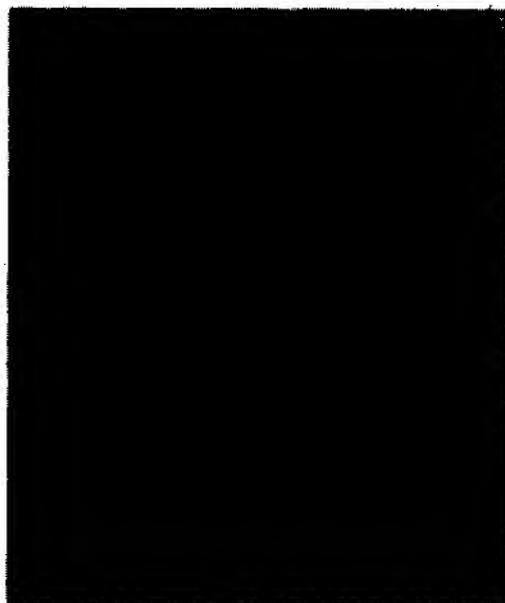
[फा. सं. डब्ल्यू एम-21(88)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 2007

S.O. 827.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, along with the pattern evaluation report and also the test report and the test results granted and approved by the Australian Government, National Measurement Institute, No. 12 Lyapark Road, North Ryde NSW 2113, a notified body for the purpose in the Australia, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of model of Compressed Gaseous Fuel (CNG) Measuring system for vehicles with brand name "Compac NZ" and of series "Laser L-CNGD80-15" series (hereinafter referred to as the model), manufactured by M/s. Compac Industries Ltd., 52 Walls Road, Parnose, Auckland, New Zealand and marketed in India by M/s. Laycock Engineers Pvt. Ltd., 409, Ansai's Majestic Tower, G-17, Vikas Puri, New Delhi-110018 and which is assigned the approval mark IND/13/06/309;



The said model is a Mass Compressed Gaseous Fuel (CNG) Measuring System for vehicles. It is used for measuring the mass of CNG, biogas (Predominantly methane). Its maximum flow rate is 80/15 kg per minute and minimum flow rate is 1kg/minute. The minimum measured quantity is 2kg. The maximum inlet pressure is 35 MPA. The said model incorporates a Compac model C4000 electronic price computing calculator/indicator compatible to receive electrical pulse out put from a model of KG-80 mass flowmeter. The unit of measurement is in kg. It is having preset facility for Mass, Price and Rate. The indication for money and mass is of 6 digits and for price is of 4 digits.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

[F. No. WM-21(88)/2006]

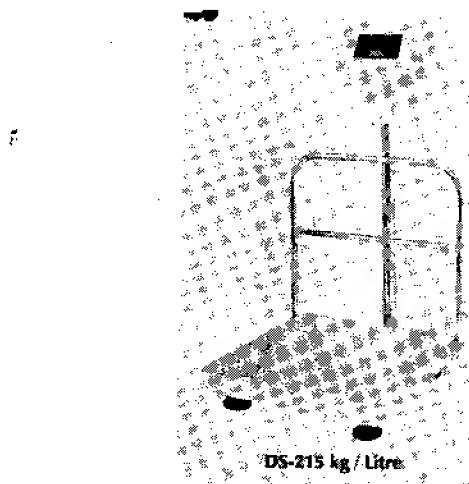
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 9 फरवरी, 2007

का.आ. 828.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा :

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एसई टेराओका प्राइवेट लि., 377/22, छठा क्रास, विल्सन गार्डन, बंगलौर-560027, कर्नाटक द्वारा विनिर्भित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “डी एस-215” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लॉटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एस ई” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/29 समनुरेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 60 कि.ग्रा. है और न्यूनतम क्षमता 250 ग्राम है। सत्यापन मापमान अंतराल (ई) 5 ग्राम है। इसमें किलोग्राम को लिटर में परिवर्तित करने के लिए अनिरिक्त सुविधा है। इसमें एक आधेयतुलन युक्ति है जिसका शात प्रतिशत व्यक्तिनामक धारित आधेयतुलन प्रधाव पर कार्य करता है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट, 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल में बिजली से पटले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों पर के संबंध में परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्भित उसी शृंखला के वैसे ही में, यथार्थता और कार्यालय के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक की “ई” मान के लिए 100 से 50,000 तक के रेंज में सत्यापन अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक याऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

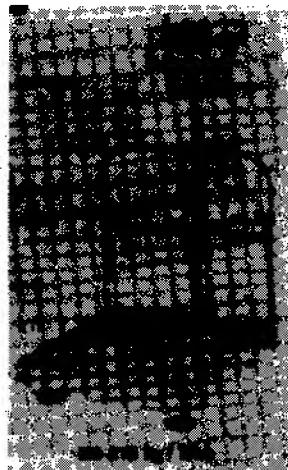
[फा. सं. डब्ल्यू एम-21(170)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 2007

S.O. 828.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of "DS-215" series of high accuracy (Accuracy class II) and with brand name "ESSAE" (herein referred to as the said Model), manufactured by M/s. Essae Teraoka Pvt. Ltd., 377/22, 6th Cross, Wilson Garden, Bangalore-560 027, Karnataka and which is assigned the approval mark IND/09/07/29;



The said model is a strain gauge type load cell based weighing instrument, with a maximum capacity of 60 kg. and minimum capacity of 250 g. The verification scale interval (*e*) is 5g. It has additional facility for kg to litre conversion. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The Instrument operates on 230 Volts and 50 Hertz alternate current power supply. In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of the same series with maximum capacity above 50kg and upto 500kg and with number of verification scale interval (*n*) in the rage of 100 to 50,000 for '*e*' value of 1mg to 50 mg and with verification scale interval (*n*) in the range of 5000 to 50000 for '*e*' value of 100 mg or more and '*e*' value of the form 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

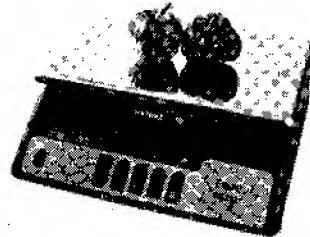
[F. No. WM-21(170)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 9 फरवरी, 2007

का.आ. 829.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्धित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भैसर्स एसई टेराजाका प्राइवेट लि., 377/22, छठा क्रास, विल्सन गार्डन, बंगलौर-560027, कनाटक द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) बाले “डी एस 252” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एस ई” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/28 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



DS-252 kg / Litre

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार संल आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 15 कि.ग्रा. और न्यूनतम क्षमता 20 ग्राम है। सत्यापन मापमान अन्तराल (ई) 1 ग्रा. से 2.5 कि.ग्रा. तक है और उसके ऊपर 2 ग्राम तक है। इसमें छिलोग्राम को लिटर में परिवर्तित करने के लिए अतिरिक्त सुविधा है। इसमें एक आधिकृत युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 बोल्ट, 50 हर्ट्ज प्रत्यावर्त धारा विद्युत प्रदाय पर कार्य करता है।

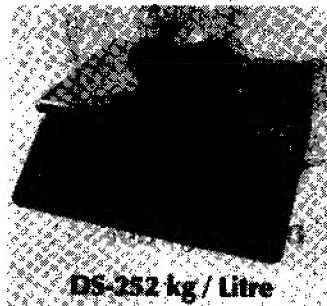
स्टाम्पिंग फैस्ट के मुद्रांकन के अतिरिक्त मशीन को कापटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल में विकी या पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी रिंग्डांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक की “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन अंतराल (एन) 0.15 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन अंतराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता बाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

New Delhi, the 9th February, 2007

S.O. 829.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the non-automatic, Weighing instrument (Table Top type) with digital indication of "DS-252" series of medium accuracy (Accuracy class III) and with brand name "ESSAE" (herein referred to as the said Model), manufactured by M/s. Essae Teraoka Pvt. Ltd., 377/22, 6th Cross, Wilson Garden, Bangalore-560 027, and which is assigned the approval mark IND/09/07/28;



The said model is a strain gauge type load cell based weighing instrument with a maximum capacity of 15 kg. and minimum capacity of 20 g. The verification scale interval (*e*) is 1 g. upto 7.5 kg. and 2g above that. It has additional facility for kg to litre conversion. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50-Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of the same series with maximum capacity upto 50 kg and with number of verification scale interval (*n*) in the range of 100 to 10000 for '*e*' value between 100 mg to 2 g and with number of verification scale interval (*n*) in the range of 500 to 10000 for '*e*' value of 5g or more and '*e*' value of the form 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

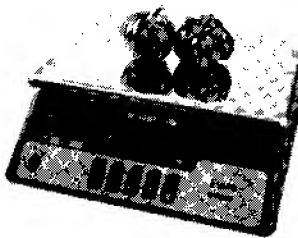
[F. No. WM-21(170)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 9 फरवरी, 2007

का.आ. 830.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एसई टेराओका प्राइवेट लि., 377/22, छठा क्रास, विल्सन गार्डन, बंगलौर-560027, कर्नाटक द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “डी एस-252” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एसई” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आईएनडी/09/07/27 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



DS-252 kg / Litre

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृति गेज प्रकार का भार सेल आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 15 कि.ग्रा. और न्यूनतम क्षमता 50 ग्राम है। सत्यापन मापमान अन्तराल (ई) 1 ग्रा. है। इसमें किलोग्राम को लीटर में परिवर्तित करने के लिए अतिरिक्त सुविधा है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्शन तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट, सिंगल फेज और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत् प्रदाय पर कार्य करता है।

स्टार्टिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल में बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक की “ई” मान के लिए 100 से 50,000 तक के रेंज में सत्यापन अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक, पूर्णक या शून्य के समतुल्य हैं।

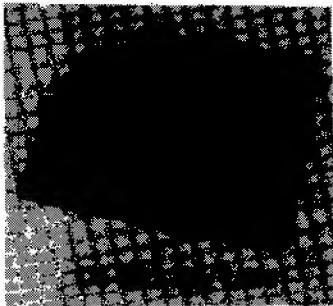
[फा. सं. डब्ल्यू एम-21(170)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 2007

S.O. 830.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic, weighing instrument (Table Top type) with digital indication of "DS-252" series of high accuracy (Accuracy class II) and with brand name "ESSAE" (hereinafter referred to as the said Model), manufactured by M/s. Essae Teraoka Pvt. Ltd., 377/23, 6th Cross, Wilson Garden, Bangalore-560 027, Karnataka and which is assigned the approval mark IND/09/07/27;



The said model is a strain gauge type load cell based weighing instrument with a maximum capacity of 15 kg. and minimum capacity of 50 g. The verification scale interval (e) is 1g. It has additional facility for kg to litre conversion. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighting result. The instrument operates on 230 Volts and 50-Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make and performance of the same series with maximum capacity upto 50 kg and number of verification scale interval (n) in the range of 100 to 50000 for ' e ' value of 1 mg. to 50 mg. and verification scale interval (n) in the range of 5000 to 50000 for ' e ' value of 100 mg. or more and ' e ' value of the form 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

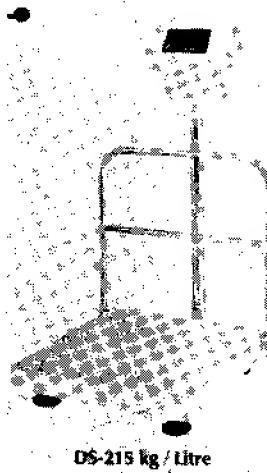
[F. No. WM-21(170)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 9 फरवरी, 2007

का.आ. ४३१.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में चर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एसई टेराओका प्राइवेट लि., 377/22, छठा क्रास, विल्सन गार्डन, बंगलौर-560027, कर्नाटक द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “डी एस-215” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एस ई” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/30 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृति गेज प्रकार का भार सेल आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 60 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्राम है। सत्यापन मापमान अंतराल (ई) 5 ग्राम 30 कि.ग्रा. तक है और इसके ऊपर 10 ग्राम तक है। इसमें किलोग्राम को लीटर में परिवर्तित करने के लिए अतिरिक्त सुविधा है। इसमें एक आधेयतुलन सुविधा है जिसका शतप्रतिशत व्यक्लनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्शन तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट, सिंगल फेज और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्पिंग स्टेट के मुद्रांकन के अतिरिक्त भशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही भेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक की “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन अंतराल (एन) और 5 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि. ग्रा. से अधिक और 500 कि.ग्रा. तक कि अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

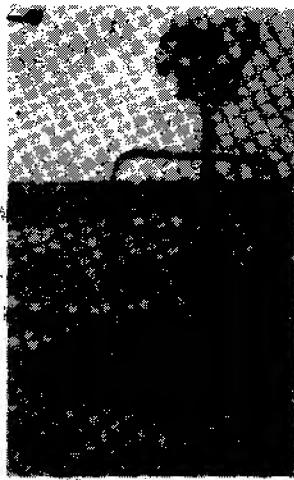
[फा. सं. डब्ल्यू एम-21(170)/2006]

आर. माधुरवृथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th February, 2007

S.O. 831.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic, weighing instrument (Platform type) with digital indication of "DS-215" series of medium accuracy (Accuracy class III) and with brand name "ESSAE" (herein referred to as the said Model), manufactured by M/s. Essae Teraoka Pvt. Ltd., 377/22, 6th Cross, Wilson Garden, Bangalore-560 027, Karnataka and which is assigned the approval mark IND/09/07/30;



The said model is a strain gauge type load cell based weighing instrument with a maximum capacity of 60 Kg. kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. upto 30 kg. and 10 g above that. It has additional facility for kg. to litre conversion. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighting result. The instrument operates on 230 Volts and 50-Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of the Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity above 50 kg and upto 5000 kg. and with number of verification scale interval (n) in the range of 100 to 10,000 for 'e' value of between 100 mg. to 2 g. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and 'e' value of the form 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(170)/2006]

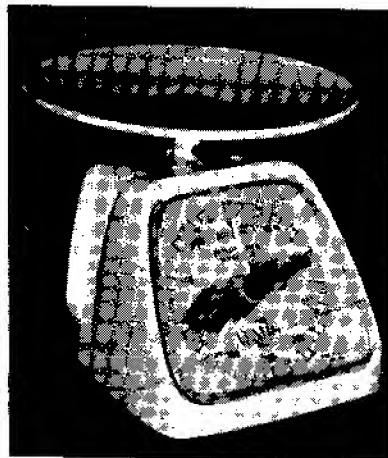
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 13 फरवरी, 2007

का.आ. 832.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

(अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए सामान्य यथार्थता (यथार्थता वर्ग-III) वाले “के एस” शृंखला के एनालॉग सूचन सहित अस्वचालित तोलन उपकरण (कीचन स्केल) के मॉडल का, जिसके बांड का नाम “बीनस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2006/439 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है। इसके विनिर्माता मै. एस कारपोरेशन, नं. 107, नई आतिश मार्किट, गुजर की थाडी, मानसरोवर, जयपुर, राजस्थान हैं ;

उक्त मॉडल (नीचे दी गई आकृति देखें) एक स्प्रिंग आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 500 ग्रा. और न्यूनतम क्षमता 10 ग्राम है। सत्यापन मापमान अंतराल (ई) 1 कि. ग्रा. है। माप के परिणाम डॉयल पर पाइटर द्वारा उपदर्शित किए जाते हैं।



स्टार्मिंग स्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल में बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के 'ई' मान के लिए 100 से 10,000 तक के रेंज में सत्यापन अंतराल (एन) सहित 500 ग्रा. से 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और इ मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

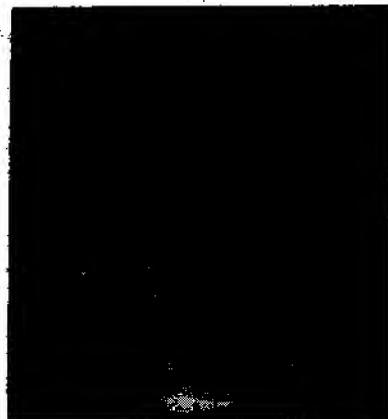
[फा. सं. डल्क्यू एम-21(145)/2006]
आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 13th February, 2007

S. O. 832.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the non-automatic weighing instrument with analogue indication (Kitchen Scale) of "KS" series of ordinary accuracy (Accuracy class III) and with brand name "VENUS" (herein referred to as the said Model), manufactured by M/s. Ace Corporation, No. 107, New Atish Market, Gujar Ki Thadi, Mansarovar, Jaipur, Rajasthan and which is assigned the approval mark ID/09/06/439;

The said model (see the figure given below) is a Spring based weighing instrument with a maximum capacity of 500g and minimum capacity of 10g. the verification scale interval (e) is 1g. The results of measurement are indicated by the pointer on dial.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of the same series with maximum capacity in the range of 500g to 50kg, and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 5 g. or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved said Model has been manufactured.

[F. No. WM-21(145)/2006]

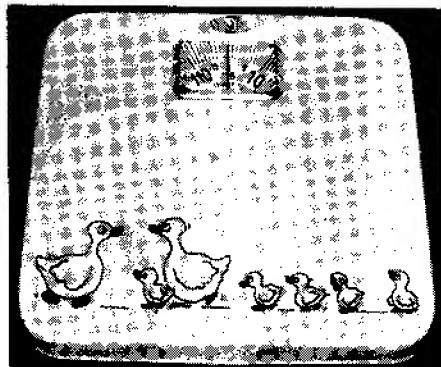
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 13 फरवरी, 2007

का.आ. ४३३. — केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अद्य केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए सामान्य यथार्थता (यथार्थता वर्ग-III) वाले "एच एस" शृंखला के एनालॉग सूचन सहित अस्वचालित तोलन उपकरण (पर्सन वेइंग स्केल) के मॉडल का, जिसके बढ़ का नाम "बीनस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2006/44। प्रदर्शित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है इसके विनियमों में ऐस कारपोरेशन, नं. 107, नई आतिश मार्किट, गुजराती थाडी, मानसरोवर, जयपुर, राजस्थान हैं;

उक्त मॉडल (नीचे दी गई आकृति देखें) एक लीवर आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि. ग्रा. है और न्यूनतम क्षमता 10 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) 1 कि. ग्रा. है। माप के परिणाम डॉयल पर पाइटर द्वारा उपर्युक्त किए जाते हैं।



स्टार्मिंग नं. १ के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल में विक्री वा व्यापार में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, कार्यकारी मिलांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनियमित द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनियमित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उसमें अधिक के 'ई' मान के लिए 100 से 1000 तक के रेंज में सत्यापन अन्तराल (एन) सहित 100 कि.ग्रा. से 200 कि.ग्रा. तक की अधिकतम क्षमता दात्त हैं और 'ई' मान 1×10^6 , 2×10^6 या 5×10^6 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

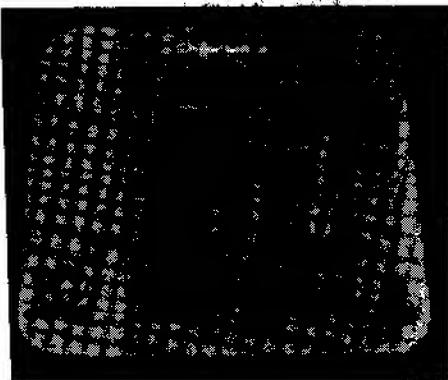
[फा. सं. डब्ल्यू एम-21(145)/2006]
आर. माश्रुकुरथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 13th February, 2007

S. O. 833.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the non-automatic weighing instrument with analogue indication (Person Weighing Scale) of "HS" series of ordinary accuracy (Accuracy Class III) and with brand name "VENUS" (hereinafter referred to as the said Model), manufactured by M/S. Ace Corporation, No. 107, New Atish Market, Gujar Ki Thadi, Mansarovar, Jaipur, Rajasthan and which is assigned the approved mark IND/09/06/441;

The said model (see the figure given below) is a lever based weighing instrument with a maximum capacity of 150 kg. and minimum capacity of 10 kg. The verification scale interval (e) is 1 kg. The results of measurement are indicated by the pointer on dial.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of the same series with maximum capacity in the range of 100 kg. to 200 kg. and with number of verification scale interval (n) in the range 100 to 1000 for 'e' value of 5 g. or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved said Model has been manufactured.

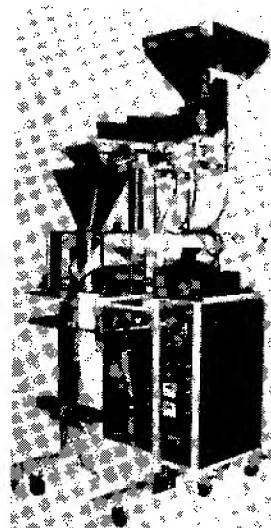
[F. No. WM-21(145)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 21 फरवरी, 2007

का.आ. 834.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एस पैक मशीन, साइट नं. 55 श्री लक्ष्मी नगर, नवा इंडिया रोड, हिन्दुस्तान कालेज के सामने, सोबरीपालयम, पी ओ, कोयम्बतूर-641 028 द्वारा विनिर्मित यथार्थता वर्ग आई ई एफ (एक्स), जहाँ एक्स-1 वाले “एपी-डब्ल्यू एफ-30” शृंखला के आटोमैटिक गेविमैट्रिक फिलिंग इंस्ट्रूमेंट (वे फिलर प्रकार) के मॉडल का, जिसके बांड का नाम “एस पैक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह आई एन डी/09/07/35 समनुदर्शित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित आटोमैट्रिक गेविमैट्रिक फिलिंग इंस्ट्रूमेंट (वे फिलर) उपकरण है। इसकी अधिकतम भराव दर 20 भराव प्रति मिनट है। मशीन को चावल, अनाज, पाड़डर, चेफर, दालों आदि जैसे की फ्लाइंग उत्पादों के भराव के लिए बनाया गया है।

स्टॉम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से घहलें या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जिनकी रेंज 10 ग्रा. से 5 कि.ग्रा. तक की है।

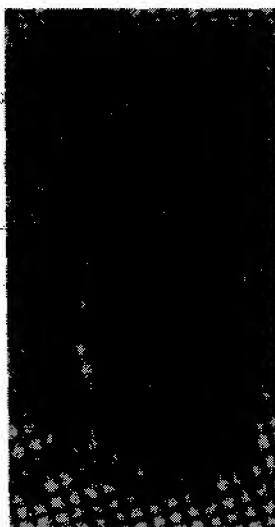
[फा. सं. डब्ल्यू एम-21(228)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st February, 2007

S. O. 834.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of Automatic Gravimetric Filling Instrument (Weight filler) belonging to accuracy class, Ref(x), where X=1 of 'AP-WF-30' series with brand name "ACE PACK" (herein referred to as the said Model), manufactured by M/s. Ace Pack Machines, Site No. 55, Sri Lakshmi Nagar, Nava India road, Opp. Hindustan College, Sowripalayam, P. O. Coimbatore-641 028 and which is assigned the approval mark IND/09/07/35;



The said model is a strain gauge type load cell based Automatic Gravimetric Filling Instrument (Weight filler). Its maximum capacity is 5 kg. Its maximum fill rate is 20 fills per minute. The machine is designed for filling of free flowing products like rice, grain, powders, wafers, pulses etc.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of the same series with capacity in the range of 10g. to 5 kg. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(228)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 26 फरवरी, 2007

का. आ. 835.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में घण्ठित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एक्सपर्ट एन्टरप्राइज, प्लाट नं. 76, सैक्टर 01, परबानु, हिमाचल प्रदेश द्वारा विनिर्मित भव्यम यथार्थता (यथार्थता वर्ग-II) बाले “ए एक्स पी/डब्ल्यूबी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एक्सपर्ट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/44 समनुरेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित (अस्वचालित वेब्रिज के लिए कन्वर्शन किट प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्टिंग स्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(124)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th February, 2007.

S. O. 835.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Weighbridge type) with digital indication of "AXP-WB" series of Medium accuracy (Accuracy class III) and with brand name "AXPERT" (herein referred to as the said Model), manufactured by M/S. Axpert Enterprise, Plot No. 76, Sector 01, Parwanoo, Himachal Pradesh and which is assigned the approval mark IND/09/07744.

The said model is a strain gauge type load cell based weighing instrument with a maximum capacity of 30000 kg. and minimum capacity of 100 kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The Instrument operates on 230 Volts, and 50 Hertz alternate current power supply. In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity between 5000 kg and up to 100 tonne, and with number of verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more and 'e' value of form 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the said approved model has been manufactured.

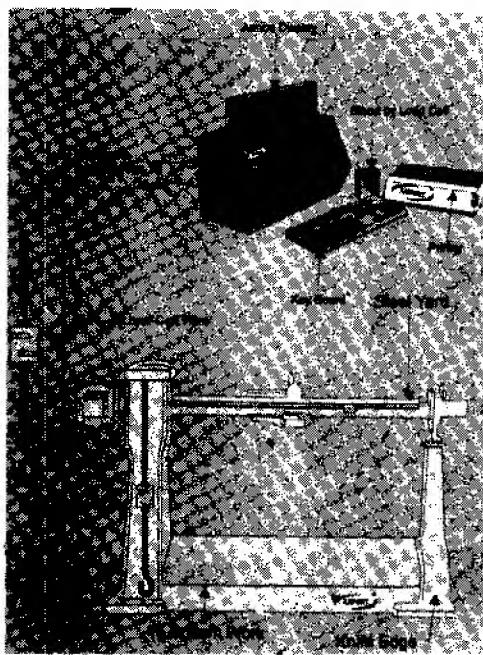
[F. No. WM-21(124)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 26 फरवरी, 2007

का. आ. 836.—केन्द्रीय सरकार का, विहित प्रधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एक्सपर्ट एन्टरप्राइज, प्लाट नं. 76, सैकटर 01, परवानू हिमाचल प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “ए एक्स पी/सी एन” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज के लिए कन्वर्शन किट प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एक्सपर्ट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/45 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है :



उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित (अस्वचालित वेब्रिज के लिए कन्वर्शन किट प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 बोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(124)/2006]

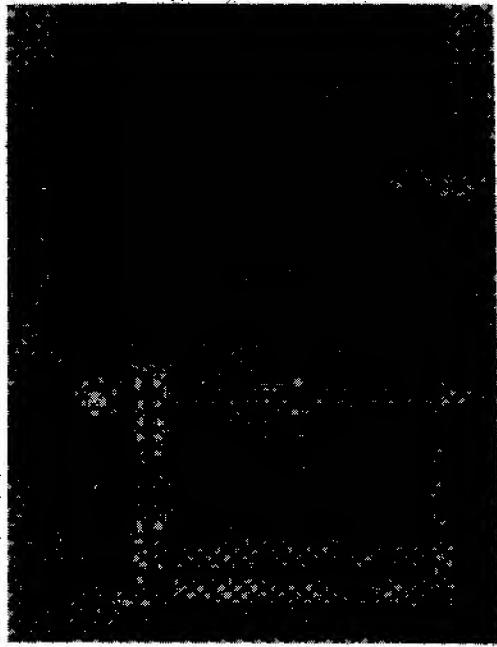
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th February, 2007

S. O. 836.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Conversion kit for Weighbridge type) with digital indication of "AXP-CN" series of Medium accuracy (Accuracy class III) and with brand name "AXPERT" (herein referred to as the said Model), manufactured by M/s. Axpert Enterprise, Plot No. 76, Sector 01, Parwanoo, Himachal Pradesh and which is assigned the approval mark IND/09/07/45;

The said model is a strain gauge type load cell based weighing instrument with a maximum capacity of 30000 Kg. and minimum capacity of 100 kg. The verification scale interval (*e*) is 5 Kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The Instrument operates on 230 Volts, and 50 Hertz alternative current power supply. In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity between 5000 kg and up to 100 tonnes and with number of verification scale interval (*n*) in the range of 500 to 10000 for '*e*' value of 5 g. or more and, '*e*' value of the form 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

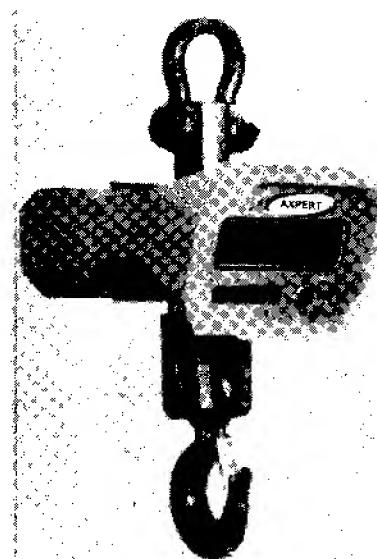
[F. No. WM-21(124)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 26 फरवरी, 2007

का.आ. 837.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (जीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एक्सपर्ट एन्टरप्राइज, एक्सपर्ट नं. 76, सैक्टर 01, परवानू, हिमाचल प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “ए एक्स पी/सी आर” शृंखला द्वारा अंतर्क सूचन सहित, अस्वचालित तोलन उपकरण (केन प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एक्सपर्ट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/46 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करता है।



उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित (अस्वचालित क्रेन प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 10 टन और न्यूनतम क्षमता 40 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 2 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्शन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती भारा विद्युत प्रदाय पर कार्य करता है।

स्टार्टिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री में पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, स्किर्ट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या क्रणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(124)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th February, 2007

S. O. 837.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the non-automatic weighing instrument (Crane Weighing type) with digital indication of "AXP-CR" series of high accuracy (Accuracy class III) and with brand name "AXPERT" (herein referred to as the said Model), manufactured by M/s. Axpert Enterprise, Plot No. 76, Sector 01, Parwanoo, Himachal Pradesh and which is assigned the approval mark IND/09/07/46:

The said model is a strain gauge type load cell based weighing instrument with a maximum capacity of 10000 Kg. and minimum capacity of 40 kg. The verification scale interval (e) is 2 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, and 50 Hertz alternative current power supply. In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity between 5000 kg and up to 100 tonne and with number of verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more and 'e' value of form 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

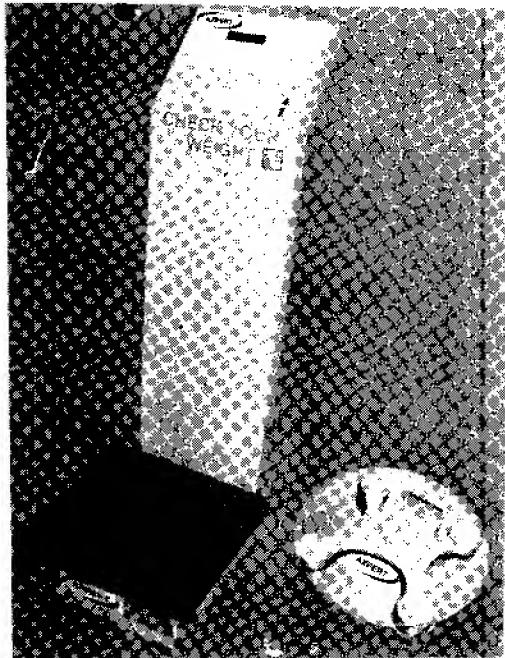
[F. No. WM-21(124)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 26 फरवरी, 2007

का. आ. 838.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एक्सपर्ट एन्टरप्राइज, एलाट नं. 76, सैक्टर 01, परबानू, हिमाचल प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “ए एक्स पी-150 पी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम “एक्सपर्ट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/47 समनुरेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक इलेक्ट्रॉनिक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (व्यक्ति तोलन मशीन प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से गेंगने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पातन गिर्दांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्याण किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 100 कि.ग्रा. से 200 कि.ग्रा तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(124)/2006]

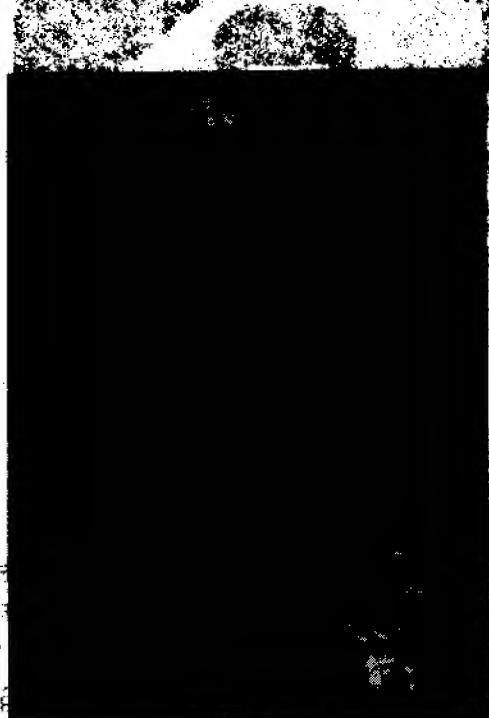
आर. भाथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th February, 2007

S. O. 838.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the non-automatic weighing instrument (Person Weighing type) with digital indication of "AXP-150R" series of Medium accuracy (Accuracy class III) and with brand name "AXPERT" (herein referred to as the said Model), manufactured by M/s. Axpert Enterprise, Plot No. 76, Sector 01, Parwanoo, Himachal Pradesh and which is assigned the approval mark IND/09/07/47;

The said model is a strain gauge type load cell based weighing instrument with a maximum capacity of 150 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, and 50 Hertz alternate current power supply. In addition to sealing the stamping plate, sealing shall also be done to prevent tampering. The instrument shall be subject to relevant practices and model shall not be changed in terms of its material, accuracy, design, principle, etc. before or after sale.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity between 100 kg. and up to 200 kg. and with number of verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5 g or more and 'e' value of the form 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the said approved model has been manufactured.

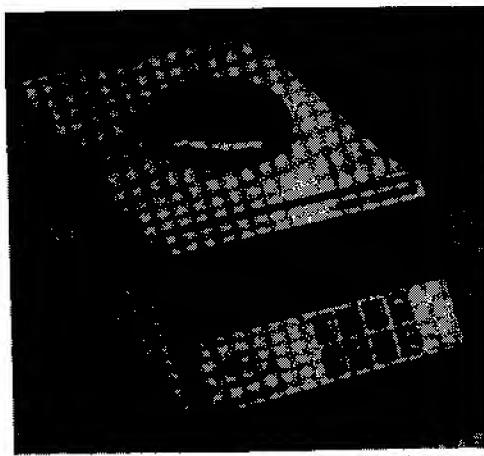
[F. No. WM-21(124)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 26 फरवरी, 2007

का. आ. 839.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एक्सपर्ट एन्टरप्राइज, प्लाट नं. 76, सैक्टर 01, परवानू, हिमाचल प्रदेश द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग-I) बाले “ए एक्स पी/एच-200” द्वारा अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके बांड का नाम “एक्सपर्ट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह आई एन डी/09/07/48 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है ।



उक्त मॉडल एक इलैक्ट्रोमैग्नेटिक फोर्स कम्पनसेशन सिद्धांत पर आधारित अस्वचालित टेबल टॉप प्रकार का तोलन उपकरण है । इसकी अधिकतम क्षमता 200 ग्रा. और न्यूनतम क्षमता 100 मि. ग्रा. है । सत्यापन मापमान अन्तराल (ई) का मान 1 मि. ग्रा. है । इसमें एक आधेय तुलन युक्ति है जिसका शात प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट, 50 हर्ड्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।

स्टार्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा ।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुशोदित मॉडल निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 50,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(124)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

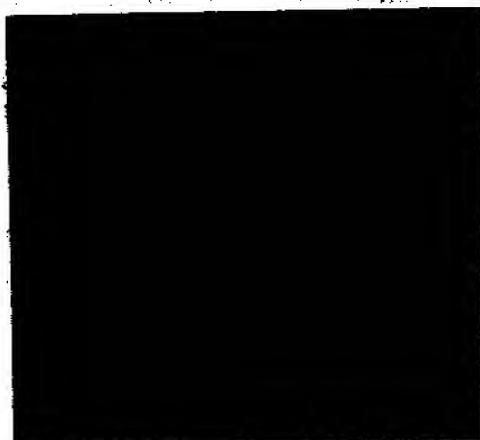
New Delhi, the 26th February, 2007

S. O. 839.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the non-automatic weighing instrument (Table top type) with digital indication of "AXP/H/200" series of special accuracy (Accuracy class B) and with brand name "AXPERT" (herein referred to as the said Model), manufactured by M/s. Axpert Enterprise, Plot No. 76, Sector 01, Parwanoo, Himachal Pradesh and which is assigned the approval mark IND/09/07/48;

The said model is an Electromagnetic Force Compensation based weighing instrument with a maximum capacity of 200 g. and minimum capacity of 100 mg. The verification scale interval (*e*) is 1 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity upto 50 kg and with number of verification scale interval (*n*) 50000 for '*e*' value of 1mg or more and '*e*' value of form 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM.21(124)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

(भारतीय मानक ब्यूरो)

नई दिल्ली, 6 मार्च, 2007

का.आ. 840.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एवंद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 3989:1984—लोहे के स्पिगट तथा सॉकेट, अपकेन्द्री ढले (स्पन) मल, अपशिष्ट और संवातन पाइप, फिटिंग्स और सहायकांग की विशिष्टि (दूसरा पुनरीक्षण)	संशोधन संख्या 5 दिसम्बर 2006	20-02-2007

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 6/टी-22]

डॉ. (श्रीमती) स्नेह भाटला, वैज्ञा. 'एफ' एवं प्रमुख (एमटीडी)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 6th March, 2007

S. O. 840.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 3989 : 1984 Specification for centrifugally cast (spun) iron spigot and socket soil, waste and ventilating pipes, fittings and accessories (second revision)	Amendment No. 5 December 2006	20 February, 2007

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. MTD 6/T-22]
Dr.(Mrs.) SNEH BHATL.A, Sc.-'F' & Head (MTD)

नई दिल्ली, 7 मार्च, 2007

का.आ. 841.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एवंद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या और वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 8328 : 2007—सुकट्य ताँबे के सरिये, छह एवं सैक्षण—विशिष्ट (दूसरा पुनरीक्षण)	आईएस 8328 : 1977	31 जनवरी 2007

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुजाराटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनंतपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 8/टी-96]

डॉ. (श्रीमती) स्नेह भाटला, वैज्ञा. 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 7th March, 2007

S.O. 841.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of the Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 8328 : 2007 Free Cutting Copper Bars, Rods and Sections—Specification (First Revision)	IS 8328 : 1977	31-01-2007

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. MTD 8/T-96]

Dr. (Mrs.) SNEH BHATLA, Sc. 'F' & Head (MTD)

नई दिल्ली, 14 मार्च, 2007

क्र. आ. 842.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 15090 (भाग 1-11) 2007	संशोधन संख्या, 1, 1-03-2007	1-03-2007

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुजाराटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनंतपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. टी एक्स डी/जी 25]

एम. एस. वर्मा, निदेशक एवं प्रमुख (टीएक्सडी)

New Delhi, the 14th March, 2007

S. O. 842.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 15090 (Parts 1 to 11) : 2007	Amendment No. 1 February, 2007	March 2007

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. TXD/G-25]

M.S. VERMA, Director & Head (Textiles)

नई दिल्ली, 14 मार्च, 2007

का.आ. 843.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं (जनवरी 2007 महिना के लिए) :—

अनुसूची

क्रम लाइसेंस सं संख्या	स्वीकृत करने लाइसेंसधारी का नाम व पता की तिथि वर्ष/माह	भारतीय मानक का शीर्षक	भा.मा. संख्या	भाग अनु	वर्ष			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1. 5307253	03-01-07 मैसर्स ग्रीनप्लाई इंडस्ट्रीज लिमिटेड ग्राम : कृष्णगढ़पुर पो.आ. सुकदेवपुर जिला-24 परगना (द) पिन : 743503	सम्मिलित उपयोग के लिए प्लाईवुड	710	—	—	1976		
2. 5307354	03-01-07 मैसर्स ग्रीनप्लाई इंडस्ट्रीज लिमिटेड ग्राम : कृष्णगढ़पुर पो.आ. सुकदेवपुर जिला-24 परगना (द) पिन : 743503	कंक्रीट के शटरिंग कार्य के लिए प्लाईवुड	4990	—	—	1993		
3. 5310343	15-01-07 मैसर्स एल एम इंडस्ट्रीज पो.आ. राओतारी, सुमुराली चौमाथा, नदिया, पश्चिम बंगाल	पृष्ठावरित सजावटी प्लाईवुड	1328	—	—	1996		
4. 5311042	22-01-07 मैसर्स इओन इलेक्ट्रो डिवाइसेस प्राइवेट लिमिटेड ब्लॉक : ई पी एवं जी पी, प्लॉट : ई 2-2/2, सेक्टर-5, सल्टलोक इलैक्ट्रॉनिक्स कॉम्प्लेक्स, कोलकाता-700091 उत्तर 24 परगना	ए सी स्टैटिक बाट-आवर मीटर श्रेणी 1 एवं 2	13779	—	—	1999		

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
5.	5312044	29-01-07	मैसर्स रैमको इंडस्ट्रीज लिमिटेड देवानगरा आयमा, पो.आ. हरियातारा, पुस्टे. खरगपुर (एल), जिला : पश्चिम मेदिनीपुर-721301 पश्चिम बंगाल	फ्लाई ऐस आधारित पौर्टलैंड पोजोलाना सीरेट	1489	1	—	1991

[सं. सी एम डी 13: 11]

एस. के. चौधरी, उप महा निदेशक (मुहर)

New Delhi, the 14th March, 2007

S.O. 843.—In pursuance of Sub-regulation (5) of regulation (4) of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the grant of licences particulars of which are given in the following schedule (for the month of January, 2007)

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No.	Part. Sec.			Year
						1	2	3	
4	5	6	7	8	9				
1.	5307253	03-01-2007	M/s. Greenply Industries Ltd., Vill: Kripampur, P.O. Skdevpur, Dist. 24 Parganas (S) Pin : 743503, W.B.	Marine Plywood	710	—	—	—	1976
2.	5307354	03-01-2007	M/s. Greenply Industries Ltd., Vill: Kripampur, P.O. Skdevpur, Dist. 24 Parganas (S) Pin : 743503, W.B.	Plywood for concrete shuttering work	4990	—	—	—	1993
3.	5310343	15-01-2007	M/s. L.M. Industries, P.O. Raotari, Simurali Chowmatha, Nadia, W.B.	Veneered Decorative Plywood	1328	—	—	—	1996
4.	5311042	22-01-2007	M/s. Eoan Electro Devices Pvt. Ltd., Block-EP & GP, Plot-E2-2/2, Sector V, Salt Lake—Electronics Complex, Kol-700091 North 24 Parganas. W.B.	A.C. Static Watthour Meters Class 1 & 2	13779	—	—	—	1999
5.	5312044	29-01-2007	M/s. Ramco Industries Ltd., Dewanmara Ayma P.O. Hariatara P.S. Kharagpur (L) Dist. Paschim Midnapore Pin : 721301, W.B.	Portland Pozzolana Cement Fly-ash based	1489	1	—	—	1991

[No. CMD/13: 11]

S.K. CHAUDHURI, Dy. Director General (Marks)

कोयला मंत्रालय

नई दिल्ली, 16 मार्च, 2007

का.आ. 844.—केन्द्रीय सरकार को प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले रेखांक सं.-1 (ई)III/एफयूआर/748-1106, तारीख 3 नवम्बर, 2006 का निरीक्षण वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल ईस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में या कलेक्टर, नागपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, कार्डिसिल हाउस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है;

इस अधिसूचना के अंतर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र के प्रकाशन की तारीख से 90 दिन के भीतर, वेस्टर्न कोलफील्ड्स लिमिटेड, राजस्व विभाग, कोल ईस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) को भेजेंगे।

अनुसूची

गोकुल विवृत खंड

उमरेर क्षेत्र

जिला नागपुर (महाराष्ट्र)

(रेखांक सं. सी-1 (ई)III/एफयूआर/748-1106, तारीख 3 नवम्बर, 2006)

क्रम सं.	ग्राम का नाम	पटवारी सर्कल संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियाँ
1.	पिराया	40क	भिवापुर	नागपुर	400.00	भाग
2.	सुकली	41	भिवापुर	नागपुर	350.00	भाग
3.	पोलगांव	40क	भिवापुर	नागपुर	275.00	भाग

कुल क्षेत्र 1025.00 हेक्टर (लगभग)

या

2532.78 एकड़ (लगभग)

सीमा वर्णन:

क-ख- रेखा बिन्दु 'क' से आरंभ होती है और ग्राम खांडालझरी और पिराया की सम्मिलित ग्राम सीमा के साथ-साथ गुजरती है और बिन्दु 'ख' पर मिलती है।

ख-ग- रेखा ग्राम पिराया, पोलगांव और सुकली से गुजरती है और ग्राम पोलगांव में बिन्दु 'ग' पर मिलती है।

घ-ड-

ड-च-छ- रेखा ग्राम पोलगांव, सुकली और पिराया से गुजरती हुई जाती है (नंद के पट्टे से होते हुए नक्शे में दिखाये अनुसार सभी ज-क अधिकार झ, झ, ट, ठ और ड, ढ, ण, त की सीमा को छोड़कर) आरंभिक बिन्दु 'क' पर मिलती है।

[फा.सं. 43015/12/2006/पीआरआईडब्ल्यू-I]

एच. सी. अग्रवाल, निदेशक

MINISTRY OF COAL

New Delhi, the 16th March, 2007

S.O. 844.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing No. C-I(E)III/FUR/748-1106 dated the 3rd November, 2006 of the area covered by this notification can be inspected in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) or in the office of the Collector, Nagpur (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Kolkata;

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act in the office of the Western Coalfields Limited, Revenue Department, Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Gokul Opencast Block

Umrer Area, District Nagpur (Maharashtra)

(Plan No. C-1(B)III/FUR/748-1106 dated the 3rd November, 2006).

Sl. No.	Name of Village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1.	Piraya	40A	Bhiwapur	Nagpur	400.00	Part
2.	Sukali	41	Bhiwapur	Nagpur	350.00	Part
3.	Polgaon	40A	Bhiwapur	Nagpur	275.00	Part

Total area : 1025.00 hectares (approximately)

or

2532.78 acre (approximately)

Boundary description :

A—B : Line starts from point 'A' and passes along the common village boundary of villages Khandalzari and Piraya and meets at point 'B'.

B-C-D-E : Line passes through villages Piraya, Sukali and Polgaon and meets in Polgaon village at point 'E'.

E-F-G-H-A: Line passes through villages Polgaon, Sukali, Piraya (along the lease boundary of Nand-excluding the All Rights Area shown in the plan I, J, K, L and M, N, O, P) and meets at starting point 'A.'

[F. No. 43015/12/2006/PRIW-I]

H.C. AGRAWAL, Director

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 20 मार्च, 2007

का. आ. 845.—तेल उद्योग (विकास) अधिनियम 1974 (1974

का 47) की उपधारा (3) के खण्ड (3) द्वारा प्रदत्त की गई शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतदद्वारा निम्नलिखित अधिकारियों को तेल उद्योग विकास बोर्ड के सदस्य के रूप में, उनके सामने दर्शायी गई अवधि के लिए, या अगला आदेश जारी होने तक, जो भी पहले हो, नियुक्त/पुनर्नियुक्त करती हैः—

	से	तक
1. श्री पी.के. सिंहा,		
संयुक्त सचिव एवं वित्तीय सलाहकार, पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय	4.11.2006	3.11.2008
2. श्री ए.के. जैन, संयुक्त सचिव (अंवेषण), पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय	20.3.2007	30.6.2008
3. श्री वी.के. सिबल, महा निदेशक, हाईड्रोकार्बन महानिदेशालय	1.11.2006	31.10.2008
4. डॉ यू.डी. चौबे, अध्यक्ष एवं प्रबंध निदेशक, गैल (इंडिया) लिमिटेड	1.2.2007	31.1.2009

[फा. सं. जी-35012/2/91-वित्त-II]

मीरा शेखर, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 20th March, 2007

S.O. 845.—In exercise of the powers conferred by Sub-section (3) of Section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby appoints/re-appoints the following officers as Members of the Oil Industry Development Board for the period shown against their names or until further orders, whichever is earlier :

	From	To
1. Shri P.K. Sinha, Joint Secretary & Financial Adviser, Ministry of Petroleum & Natural Gas	4.11.2006	3.11.2008
2. Shri A.K. Jain, Joint Secretary(Exploration), Ministry of Petroleum & Natural Gas	20.3.2007	30.6.2008
3. Shri V.K. Sibal, DG, Directorate General of Hydrocarbons	1.11.2006	31.10.2008
4. Dr. U.D. Choubey, Chairman & Managing Director, GAIL (India) Limited.	1.2.2007	31.1.2009

[F. No. G-35012/2/91-Fin.-II]
MEEPA SHEKHAR, Under Secy.

नई दिल्ली, 21 मार्च, 2007

का. आ. 846.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि) के उपयोग के अधिकार का अर्जन (अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी, भारत के राजपत्र, तारीख 23 दिसम्बर, 2006 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. संख्या 4929 तारीख 21 दिसम्बर, 2006 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची गें विनिर्दिष्ट भूमि में, कोयली से दहेज तक पेट्रोलियम उत्पादों के परिवहन के लिए गुजरात रिफाइनरी इंडियन ऑयल कार्पोरेशन लिमिटेड, वडोदरा द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचन की प्रतियां जनता को तारीख 27 दिसम्बर, 2006 को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विदार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित किया जाए;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए इंडियन ऑयल कार्पोरेशन लिमिटेड वडोदरा में सभी विल्लगमों से मुक्त घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

तालिका : वागरा

जिला : भरुच

राज्य : गुजरात

गौव का नाम	सर्वेक्षण सं. - खण्ड सं.	उप - खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	पर्याय	वर्ग मीटर
1	2	3	4	5	6
36-बदलपुर	62	-	00	28	20
	63	-	00	15	83
	206	-	00	49	57
	Total		00	93	60
1	2	3	4	5	6
37-पडलपुर / चांधपेल	1312	42	00	13	07
	1327/B	57/B	00	22	83
	1327/A	57/A	00	26	94
	Total		00	62	84

1	2	3	4	5	6
39—केशवान(1)	430	-	00	19	25
	412	-	00	10	85
	433	-	00	19	95
	435	-	00	12	60
	434	-	00	20	48
	429	-	00	06	46
	414	-	00	46	53
	372	-	00	44	89
	Total		01	81	01
40—अभेल	376	-	00	51	84
	289	P	00	12	52
	374	P	00	33	95
	375	-	00	06	74
	378	-	00	01	80
	377	-	00	53	55
	75	-	00	18	06
	Total		01	78	46
41—गोलाद्रा	279	-	00	20	70
	278	-	00	06	75
	280	-	00	17	55
	287	B1	00	09	00
	273	-	00	25	74
	272	P2	00	16	74
	272	P1	00	09	00
	270	-	00	26	55
	200	-	00	33	75
	177	-	00	01	55
	199	-	00	37	15
	182	-	00	21	60
	201	A	00	03	15
	202	-	00	15	30
	183	-	00	39	60
	160	-	00	32	13
	187	P1	00	01	35
	159	-	00	22	05
	156	-	00	28	80
	157	-	00	15	30
	Total		03	83	76
45—दहेज	1392	-	00	21	43
	1390	-	00	18	03
	1304	-	00	44	02
	1314	-	00	09	37
	1315	-	00	18	82
	1247	-	00	30	98
	1257	P	00	21	00
	1251	-	00	27	08
	945	-	00	01	62
	Total		01	92	35

[फा. सं. आर-25011/3/2005-ओ.आर-I]

एस. के. चिटकारा, अवर सचिव

S.O. 846.—Whereas by a notification of the Government of India, Ministry of Petroleum and Natural Gas Number S.O. 4929 dated 21-12-2006 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land specified in the schedule annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum Product from Koyali to Dabhol in the State of Gujarat by Indian Oil Corporation Limited;

And whereas, the copies of the said gazette notification were made available to the general public on the 27th December, 2006;

And whereas, the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government has after considering the report and on being satisfied that said land is required for laying pipeline has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government vests on this date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

Name of Village	Survey / Block No.	Sub-Division No.	Area		
			Hectare.	Are	Centiare
36 BADALPUR	00 62	-	085.00	28	20
20	00 63	-	40.00	15	83
20	00 206	-	48.00	49	57
28	00 Total		183.00	93	60
37 PADALPUR	001312	42	53.00	13	07
CRANCHVELS	00327/B	57/B	53.00	22	83
80	00327/A	57/A	125.00	26	94
28	00 Total		231.00	62	84
38 KRESHWANI	10430	-	160.00	19	25
	412	-	00	10	85
	433	-	00	19	95
	435	-	00	12	60
	434	-	00	20	48
	429	-	00	06	46
	414	-	00	46	53
	372	-	00	44	89
	Total		01	81	01

1	2	3	4	5	6
40 - AMBHEL	376	-	00	51	84
	289	P	00	12	52
	374	P	00	33	95
	375	-	00	06	74
	378	-	00	01	80
	377	-	00	53	55
	75	-	00	18	06
	Total		01	78	46
41 - GOLADRA	279	-	00	20	70
	278	-	00	06	75
	280	-	00	17	55
	287	B1	00	09	00
	273		00	25	74
	272	P2	00	16	74
	272	P1	00	09	00
	270	-	00	26	55
	200	-	00	33	75
41 - GOLADRA (Contd.)	177	-	00	01	55
	199	-	00	37	15
	182	-	00	21	60
	201	A	00	03	15
	202	-	00	15	30
	183	-	00	39	60
	160	-	00	32	13
	187	P1	00	01	35
	159	-	00	22	05
	156	-	00	28	80
	157	-	00	15	30
	Total		03	83	76
1	2	3	4	5	6
45 - DAHEJ	1392	-	00	21	43
	1390	-	00	18	03
	1304	-	00	44	02
	1314	-	00	09	37
	1315	-	00	18	82
	1247	-	00	30	98
	1257	P	00	21	00
	1251	-	00	27	08
	945	-	00	01	62
	Total		01	92	35

[F. No. R-25011/3/2005-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 21 मार्च, 2007

मुद्रा. आ. 847.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी भारत के राजपत्र, तारीख 23 दिसंबर, 2006 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस संत्रालय की अधिसूचना का, आ. संख्या 4930, तारीख 21 दिसंबर, 2006 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में कोयली से दहेज तक पेट्रोलियम उत्पादों के परिवहन के लिए गुजरात रिफाइनरी इंडियन ऑयल कार्पोरेशन लिमिटेड, वडोदरा द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और संक्त राजपत्र अधिसूचन की प्रतियां जनता को तारीख 27 दिसंबर, 2006 को उपलब्ध कराई दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है:

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित किया जाए;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बाहर होना चाहिये औयल कार्पोरेशन लिमिटेड, वडोदरा में सभी वित्तगमों से मुक्त घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

तालुका : आमोद

जिला : भरुच

राज्य : गुजरात

गाँव का नाम	सर्वेक्षण सं. — खण्ड सं.	उप — खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
33—आछोद(1)	1563	-	00	43	09
	1554	-	00	07	80
	1632	-	00	03	64
	1634	-	00	06	32
	Total		00	60	85
	1	2	3	4	5
33—आछोद(2)	857	-	00	09	63
	793	-	00	06	58
	790	-	00	03	06
	789	-	00	02	83
	782	-	00	03	87
	780	-	00	09	00
	838	-	00	02	89
	822	-	00	05	68
	778	-	00	07	52
	777	-	00	03	37
	776	-	00	05	17
	774	-	00	09	73
	773	-	00	06	25
	467	-	00	11	60
	466	-	00	09	85
	465	-	00	08	31
	458	-	00	18	01
	408	-	00	11	88
	424	-	00	27	03
	Total		01	62	26
	1	2	3	4	5
34—इंटोला	165	-	00	11	15
	166	-	00	09	84
	176	-	00	19	68
	177	P2	00	10	67
	179	-	00	21	52
	189	-	00	20	12
	187	-	00	03	06
	207	-	00	06	47
	210	-	00	19	51
	216	-	00	13	56
	226	-	00	08	26
	212	-	00	13	12
	217	-	00	09	18
	Total		01	66	14

SCHEDULE

Taluka: Amod

Dist: Bharuch

State: Gujarat

Name of Village	Survey / Block No.	Sub- Division No.	Area		
			Hectare.	Are	Centiare
1	2	3	4	5	6
33 - ACHHOD (1)	1563	-	00	43	09
	1554	-	00	07	80
	1632	-	00	03	64
	1634	-	00	06	32
	Total		00	60	85
	1	2	3	4	5
33 - ACHHOD (2)	857	-	00	09	63
	793	-	00	06	58
	790	-	00	03	06
	789	-	00	02	83
	782	-	00	03	87
	780	-	00	09	00
	838	-	00	02	89
	822	-	00	05	68
	778	-	00	07	52
	777	-	00	03	37
	776	-	00	05	17
	774	-	00	09	73
	773	-	00	06	25
	467	-	00	11	60
	466	-	00	09	85
	465	-	00	08	31
	458	-	00	18	01
	408	-	00	11	88
	424	-	00	27	03
	Total		01	62	26
	1	2	3	4	5
34 - INTOLA	165	-	00	11	15
	166	-	00	09	84
	176	-	00	19	68
	177	P2	00	10	67
	179	-	00	21	52
	189	-	00	20	12
	187	-	00	03	06
	207	-	00	06	47
	210	-	00	19	51
	216	-	00	13	56
	226	-	00	08	26
	212	-	00	13	12
	217	-	00	09	18
	Total		01	66	14

Name of Village	Survey / Block No.	Sub-Division No.	Area		
			Hectare.	Ars.	Cent.
1	2	3	4	5	6
TANIGARIYA (1)	104	-	00	06	81
	106	-	00	15	31
	165	-	00	00	70
	156	-	00	01	83
	112	-	00	06	31
	21	-	00	45	99
	11	-	00	04	35
	12	-	00	00	38
	6	-	00	15	30
	7	-	00	09	18
	8	-	00	17	10
	Total		04	20	(S) 165-31

[E. No. R-25011/3/2005-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 21 मार्च, 2007

क्र. अ. 35—केन्द्रीय सरकार ने खेटोलियम (अर्थात् भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन यहाँ भारत के राजपत्र तारीख 23 दिसंबर, 2006 में प्रकाशित भारत सरकार के प्रेसेट्रिलियम और प्राकृतिक गैस संग्रहालय की अधिसूचना का अ. संख्या 4931 तारीख 21 दिसंबर, 2006 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में विनिर्दिष्ट से दहेज तक खेटोलियम उत्पादों के परिवहन के लिए पुजारादातिकमाइलरोड क्लिकल रोड बल कार्पोरेशन लिमिटेड, वडोदरा द्वारा पाइपलाइन बिछाने के प्रयोग के अर्जित उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी,

और उक्त राजपत्र अधिसूचन की प्रतिया जनता की तारीख 27 दिसंबर, 2006 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे की है; और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् वह समन्वय हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन नियांत्र के लिए इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

आरे केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए इडियन ऑयल कार्पोरेशन लिमिटेड वडोदरा में सभी विलासभास से मुक्त घोषणा के प्रकाशन की इस तारीख को निहित होगा।

तालुका : पादरा		जिला : वडोदरा		राज्य : गुजरात		
गाँव का नाम	सर्वेक्षण सं. – खण्ड सं.	उप – खण्ड सं.	क्षेत्रफल			
			हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
10—ताजपुरा	15 35 51	- -	00 00 00	14 15 14	95 75 04	
	Total		00	44	74	
1	2	3	4	5	6	
12—पिपली	316	-	00	00	68	
	Total		00	00	68	
1	2	3	4	5	6	
14—आतो(2)	691	-	00	00	36	
	Total		00	00	36	

[फा. सं. आर-25011/3/2005-ओआर-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 21st March, 2007

S.O. 848.—Whereas by a notification of the Government of India, Ministry of Petroleum and Natural Gas Number S.O. 4931 dated 21-12-2006 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land specified in the schedule annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum Product from Koyali to Dahej in the State of Gujarat by Indian Oil Corporation Limited;

And whereas, the copies of the said gazette notification were made available to the general public on the 27th December, 2006;

And whereas, the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government has after considering the report and on being satisfied that said land is required for laying pipeline has decided to acquire the right of user their in;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government vests on this date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluka: Padra

Dist: Vadodara

State: Gujarat

Name of Village	Survey/ Block No.	Sub- Division No.	Area		
			Hectare.	Are	Centiare
1	2	3	4	5	6
10 - TAJPURA	15	-	00	14	95
	35	-	00	15	75
	51	-	00	14	04
	Total		00	44	74
1	2	3	4	5	6
12 - PIPLI	316	-	00	00	68
	Total		00	00	68
1	2	3	4	5	6
14 - AANTI (2)	691	-	00	00	36
	Total		00	00	36

[F. No. R-25011/3/2006-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 23 मार्च, 2007

का. आ. 849.—केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि कर्नाटक राज्य में देवनगरोंदी से नया बैंगलोर अन्तर्राष्ट्रीय एअरपोर्ट, देवनहल्ली, तक पेट्रोलियम उत्पादन के परिवहन के लिये इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए।

और ऐसा प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

उक्त अनुसूची में हितबद्ध कोई व्यक्ति, उस तारीख से, जिसको राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिनों के भीतर, भूमि के उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप श्री आर. आर. जन्नू, सक्षम प्राधिकारी (कर्नाटक), इंडियन ऑयल कार्पोरेशन लिमिटेड, देवनगरोंदी से नया बैंगलोर अन्तर्राष्ट्रीय एअरपोर्ट देवनहल्ली तक एटीएफ पाइपलाइन परियोजना, फ्लेट नं 101, एस के तूलिप अपार्टमेंट, चेअरमेन लैओट, 9 बि मैन, बि.एस.एन.एल. एरिया मेनेजर्स आफीस के नजदीक, बाणसवाडी, बैंगलोर-560043, कर्नाटक को भेज सकेगा।

अनुसूची

तालूका इहोसकोटे

जिला ४ बैंगलोर रूरल

राज्य ५ कर्नाटक

गाँव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6

होखली ३ जड़ीगेनहल्ली

तरवहल्ली	23	पी१	0	74	15
	23	पी२	-	-	-
	23	पी३	-	-	-
	23	पी४	-	-	-
	23	पी५	-	-	-
	20	2	0	06	97
	20	1	0	12	66
	36	-	0	03	85
	35	3	0	07	27
	26	3	0	14	21
	35	1	0	01	34
	31	2	0	06	79
	32	3	0	03	87
	31	1	0	00	29
	30	2	0	15	78
	30	1	0	00	26
परमनहल्ली	120	-	0	05	04
	116	-	0	06	35
	115	-	0	11	69
	111	1	0	04	63
	110	2	0	02	65
	125	-	0	04	96
	126	-	0	01	28
	109	1	0	02	57
	128	-	0	13	83
	135	-	0	08	05
	139	-	0	22	07
	144	-	0	06	14
	145	1	0	08	94

1	2	3	4	5	6
	146	3	0	02	66
	146	1	0	03	94
	150	2	0	06	28
	149	2	0	00	15
	150	1	0	06	48
	151	4	0	05	46
	151	3	0	09	01
	184	-	0	08	24
	179	-	0	04	11
वाणिया अग्रहारा	32	-	0	04	94
	31	-	0	03	06
	30	-	0	02	88
	29	-	0	02	25
	25	-	0	03	98
	24	-	0	02	95
	23	-	0	02	84
	18	2ए	0	00	31
	19	1	0	06	01
	19	2	0	04	06
	20	-	0	09	26
वाणिया	10	1वी	0	09	72
	9	-	0	17	86
	7	-	0	19	97
	6	-	0	00	52
होनचनहल्ली	32	6	0	02	76
	32	5	0	02	13
	32	2	0	02	37
	32	1	0	01	91
गोर्वीदपुरा	66	2	0	03	00
	66	1	0	03	20
	67	-	0	06	16
	68	4	0	06	34
	68	3	0	02	73
	68	2	0	03	75
	68	1	0	01	20
	69	-	0	20	88

1	2	3	4	5	6
	70	1	0	01	57
	70	2	0	01	65
	71	-	0	08	53
	72	-	0	00	28
	73	-	0	12	31
	74	2ए	0	03	03
	74	2वी	0	05	04
	75	1	0	03	45
वडीगेहली	71	4	0	01	90
	71	3	0	04	29
	71	2	0	03	49
	71	1	0	02	60
	75	-	0	06	11
	69	4	0	01	04
	68	1	0	07	80
	68	2	0	04	58
	65	-	0	07	95
	64	-	0	05	44
	63	6	0	04	66
	78	-	0	01	40
	79	-	0	07	22
	81	-	0	55	56
	81	पी1	-	-	-
	81	पी2	-	-	-
	81	पी3	-	-	-
	85	-	0	02	44
	84	-	0	03	46
	82	-	0	06	23
	86	1	0	07	55
	86	2	0	01	35
	89	-	0	11	67
जडीगेनहली	183	-	0	54	42
	185	-	0	70	13
हरलूर	52	-	0	07	37
	51	2	0	11	30
	51	1	0	03	80

1	2	3	4	5	6
	49	1डी	0	06	90
	49	1सी	0	00	99
	57	-	0	14	83
	47	-	0	00	10
	61	4	0	07	10
	61	2ए	0	04	54
	61	2वी	0	08	20
	62	1	0	04	09
	62	2ए	0	01	52
	62	2वी	0	01	42
	62	2सी	0	01	43
	62	2डी	0	01	94
	34	3	0	00	10
	34	2	0	02	39
	30	1	0	06	94
	30	2	-	-	-
	30	3	-	-	-
	30	4ए	-	-	-
	30	4वी	-	-	-
	30	5	-	-	-
	31	1	0	00	65
	31	2	0	04	12
	25	3ए	0	03	69
	25	3वी	-	-	-
	26	-	0	00	53
	25	2	0	02	63
	25	1	0	01	90
	23	4	0	01	63
	23	3	0	01	13
	23	2	0	01	87
	23	1	0	00	19
	16	1	0	11	19
	16	2	-	-	-
9	पी1	-	0	01	35
9	1पी	-	-	-	-
9	2पी	-	-	-	-
9	3पी	-	-	-	-

1	2	3	4	5	6
होक्ली ३ कसबा					
कोलतुरू	103	1 }	0	08	24
	103	2 }	-	-	-
	198	1	0	11	62
	209	-	0	25	51
	117	-	0	08	06
	104	-	0	08	09
	106	2	0	03	73
	105	-	0	17	29
	83	1	0	19	49
	70	1	0	00	20
	71	2	0	11	74
	71	1	0	08	93
	73	-	0	05	98
	74	2	0	02	18
	74	1	0	01	69
	7	-	0	10	89
	8	-	0	12	69
	10	1	0	14	17
	12	2	0	00	19
	187	3	0	04	46
	186	-	0	05	76
	184	1	0	07	23
	183	-	0	04	43
	182	6	0	00	29
	182	5	0	04	57
	181	3	0	09	83
	181	2	0	00	77
	180	4	0	05	55
	180	3	0	09	42
	180	2	0	01	29
	19	2	0	05	57
	19	1	0	02	33
	20	6	0	02	65
	20	5	0	01	20
	20	4	0	01	39

1	2	3	4	5	6
	20	3	0	01	56
	21	2	0	01	18
	21	1	0	09	01
	22	-	0	00	18
	24	-	0	06	05
	177	-	0	09	88
	174	1	0	09	49
	173	1	0	00	66
हलसहल्ली	20	-	0	03	78
हल्लूर अमनीकरे	142	6	0	04	31
	142	5	0	02	99
	126	पी1	0	10	47
	126	पी2	-	-	-
	126	पी3	-	-	-
	125	पी1	0	03	85
	125	पी2	-	-	-
	125	पी3	-	-	-
	129	-	0	03	94
	118	2	0	02	25
	118	1	0	05	08
	114	3	0	03	70
	114	2	0	01	29
	115	2	0	05	79
	115	1	0	02	86
	113	3	0	05	34
	113	2	0	01	67
	113	1पी1	0	04	72
दोडड हल्लूर	32	8वी	0	00	36
	32	8ए	0	00	96
	32	7ए	0	01	27
	32	6	0	01	98
	32	5	0	00	91
	32	4	0	00	85
	32	3	0	02	23
	41	3	0	00	62
	38	-	0	05	35
	39	-	0	00	34
	37	-	0	05	48

1	2	3	4	5	6
	36	-	0	00	28
	33	4	0	09	47
	33	1	0	05	34
	46	3	0	01	42
	46	1	0	05	27
	47	1	0	00	15
	59	2	0	11	58
	59	1	0	05	22
	58	1ए	0	03	13
	75	5	0	05	56
	75	2	0	06	16
	75	1	0	00	10
	129	1	0	06	60
यलचनायकनपुरा	17	2	0	01	91
	16	-	0	09	32
	15	-	0	10	78
	14	-	0	05	55
	9	2	0	03	07
	9	1	0	06	77
	8	3	0	04	15
	8	2	0	04	13
	8	1	0	04	24
	7	2	0	06	26
	7	1	0	03	75
	6	1	0	17	63
	2	-	0	00	21
	1	-	0	41	21
चिक्काहल्ली	25	पी1	0	23	04
	25	पी2	-	-	-
	25	पी4	-	-	-
	25	पी5	-	-	-
कूरुवरहल्ली	104	-	0	39	06
	107	-	0	23	41
	108	-	0	13	61
	109	-	0	07	34
	110	-	0	12	73
	106	-	0	21	81
कर्ललहल्ली	158	-	0	08	71

1	2	3	4	5	6
	157	2	0	03	19
	157	1	0	04	65
	156	-	0	07	60
	155	-	0	07	28
	154	-	0	11	81
	149	-	0	12	39
	150	1	0	02	45
	150	2	0	09	17
	147	-	0	15	99
वावसंदा	52	-	0	04	46
	51	2	0	08	98
	51	1	0	04	85
	50	1	0	03	84
	49	-	0	02	71
	47	-	0	09	16
	57	-	0	15	33
	58	1मी	0	00	48
	59	5	0	03	58
	59	4	0	04	36
	59	3	0	04	68
	59	2	0	03	44
	59	1	0	03	69
	62	4	0	05	43
	60	-	0	00	83
	62	1	0	05	68
	62	3	0	00	48
	62	2	0	06	38
लक्कोडहल्ली	49	1	0	06	66
	48	2	0	02	16
	48	1	0	04	00
	45	5	0	02	26
	45	2	0	04	55
	45	1	0	04	32
	44	-	0	06	40
	40	4	0	01	04
	43	1	0	00	16
	41	3	0	11	43
	39	1	0	03	31

1	2	3	4	5	6
	39	5	0	03	49
	38	2	0	04	28
	38	1	0	04	23
	31	-	0	08	11
	28	-	0	07	48
	27	4	0	05	50
	27	3	0	01	57
	26	1	0	09	91
	25	-	0	07	51
होली ४ सूलिबेले					
कंवलीपुरा					
	166	-	0	04	09
	167	-	0	05	79
	168	-	0	00	75
	169	-	0	02	52
	170	-	0	03	61
हसीगाळा					
	40	3	0	02	29
	40	1	0	01	43
	39	3	0	02	95
	39	2	0	08	26
	174	1	0	02	24
	174	2	0	01	64
	174	3	0	02	54
	32	1	0	05	15
	31	-	0	09	30
	24	2	0	03	34
	25	-	0	03	71
	26	3	0	01	57
	27	-	0	02	76
	28	5	0	01	70
	28	1	0	01	17
	4	7	0	02	06
	4	2	0	02	23
	3	3	0	04	88
	169	2	0	06	95
	169	1	0	05	90

1	2	3	4	5	6
	168	-	0	01	89
	120	-	0	02	92
	122	1	0	03	46
	123	-	0	03	79
	124	4	0	02	25
	112	-	0	03	64
	127	1	0	04	57
	127	2	-	-	-
	127	3	-	-	-
	127	4	-	-	-
	109	1	0	00	47
	128	-	0	08	03
	130	1	0	09	43
	130	2	-	-	-
	130	3	-	-	-
	130	4	-	-	-
	132	3C	0	00	53
	132	1C	0	00	70
	132	3D	0	00	37
	132	3B	0	00	10
	132	1D	0	01	56
	132	1B	0	02	42
	132	2	0	04	73
	146	2	0	03	05
	142	2	0	10	32
	142	1	0	06	50
	143	2	0	02	58
	139	पि1	0	14	27
	139	पि2	-	-	-
	139	पि3	-	-	-
	139	पि4	-	-	-
कम्पसंद्रा	108	पि	0	74	54
	67	1	0	00	11
	68	4	0	00	19
	78	2	0	00	87

1	2	3	4	5	6
तालूक ४ देवनहल्लि	जिला ४ बेंगलोर रुरल		राज्य ४ कर्नाटक		
होब्ली ४ अन्नरायपट्टणा					
गंगावारा -	44	1	0	06	95
चौडप्पनहल्ली	44	2	-	-	-
	44	3	-	-	-
	44	4	-	-	-
	46	-	0	07	61
	45	-	0	06	78
	42	-	0	04	28
	41	-	0	03	60
	31	-	0	06	78
	32	3	0	01	56
	32	4	0	04	92
	30	-	0	02	96
	32	1	0	05	31
	4	-	0	01	60
	5	2	0	04	12
	5	1	0	05	87
	6	2	0	01	36
	6	1	0	04	57
	7	-	0	08	12
	15	-	0	06	31
	16	-	0	08	34
	13	1	0	06	08
	17	1	0	05	67
	18	2	0	07	09
	18	1	0	06	56
	20	-	0	05	67
	12	3	0	07	69
सोमत्तनहल्ली	140	7	0	10	20
	141	11	0	01	51
	141	4	0	16	99
	141	8	0	00	10
	141	3	0	03	15

1	2	3	4	5	6
	142	-	0	18	72
	137	-	0	12	40
	136	-	0	11	41
	148	-	0	47	76
	149	-	0	51	06
जोनहल्ली	63	-	0	22	75
कागलहल्ली	2	-	0	13	85
भटपरेनहल्ली	34	-	0	03	69
	33	-	0	14	79
	27	-	0	16	28
	25	-	0	00	15
	24	-	0	02	79
	23	-	0	00	99
	26	-	0	09	95
	5	1	0	14	31
	5	2	-	-	-
	6	3	0	07	28
	6	2ए	0	02	69
	6	2बी	0	00	38
	10	1	0	13	87
	10	2	-	-	-
	10	3	-	-	-
	10	4	-	-	-
	10	5	-	-	-
कावडदासनहल्ली	21	-	0	73	28
	18	-	0	16	74
	19	-	0	04	16

तालुक ३ : यलहंका

जिला ३ : बैंगलोर अर्बन

राज्य ३ : कर्नाटक

होल्की ३ : खाला

दुम्नहल्ली	21	-	0	08	18
	20	-	0	19	88
	19	-	0	12	81
	39	-	0	00	10
	40	-	0	35	37

1	2	3	4	5	6
उनसु	8	1 2पी1 2पी2 2पी3	0 -	15 -	28 -
	8				
	8				
	8				
	109	-	0	05	28
	108	-	0	10	16
	107	-	0	06	95
	106	-	0	07	57
	105	-	0	00	50
	5	-	0	18	14
	4	7	0	07	73
	4	2	0	01	94
	4	1	0	02	79
	113	-	0	00	78
	88	-	0	05	34
मैलनहल्ली	26	1 } 2 }	0	24	89
	26		-	-	-
	116	-	0	24	50
	18	-	0	08	22
	14	-	0	28	87
	19	-	0	20	60
	6	2	0	10	94
	6	1ए } 1वी }	0	07	62
	6		-	-	-
	5	-	0	05	08
	1	-	0	16	65
	2	3	0	07	15
	2	4	0	07	37
	110	3	0	05	33
चिककनहल्ली	43	5	0	01	09
	43	1	0	03	77
	44	2	0	12	48
	26	2	0	05	25
	26	3	0	09	71
	26	1	0	07	82

1	2	3 JUDGEMENT	4	5	6
प्रदर्शन संख्या	27	प्रदर्शन संख्या	0	04	63
प्रदर्शन दिनांक	27	प्रदर्शन दिनांक	03	प्रदर्शन दिनांक	29
प्रदर्शन दिनांक	28	प्रदर्शन दिनांक	03	प्रदर्शन दिनांक	88
प्रदर्शन दिनांक	28	प्रदर्शन दिनांक	02	प्रदर्शन दिनांक	00
	28	1	0	प्रदर्शन दिनांक	42
	29	2	0	प्रदर्शन दिनांक	59
	29	31	0	प्रदर्शन दिनांक	21
	30	62	0	प्रदर्शन दिनांक	93
	30	61	0	प्रदर्शन दिनांक	38
	31	62	0	प्रदर्शन दिनांक	41
	31	61	0	प्रदर्शन दिनांक	61
वेगः	90	62	0	प्रदर्शन दिनांक	09
	95	62	0	प्रदर्शन दिनांक	71
	95	61	0	प्रदर्शन दिनांक	14
	94	61	0	प्रदर्शन दिनांक	24
	100	61	0	प्रदर्शन दिनांक	80
	101	62	0	प्रदर्शन दिनांक	76
	101	61	0	प्रदर्शन दिनांक	46
	84	61	0	प्रदर्शन दिनांक	17
	84	62	-	प्रदर्शन दिनांक	-
	85	62	0	प्रदर्शन दिनांक	53

[फा. सं. आर-25011/3/2007-ओ.आर-1]

एस. के. चिटकारा, अवर सचिव
जिमानाइज़ेशन

New Delhi, the 23rd March, 2007

S.O. 849.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products from Devanagondhi to New Bangalore International Airport Devanahalli in the State of Karnataka, a pipeline should be laid by the Indian Oil Corporation Limited.

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land; to Shri R.R.Jainu, Competent Authority (Karnataka), Indian Oil Corporation Limited, Devanagondhi to New Bangalore International Airport Devanahalli ATF Pipeline Project, Flat No.101, S.K.Tulip Apartment, Chairman Layout, 9th B Main, Beside BSNL Area Managers Office, Banaswadi, Bangalore-560043 (Karnataka).

SCHEDULE

Taluk : Hosakote

District : Bangalore Rural

State : Karnataka

Name of the Village	Survey no.	Sub-Division no.		Area	
1	2	3	4	Are	Sq.mtr.

Hobli : Jadigenahalli

TARABAHALLI	23	P1	0	74	15
	23	P2	-	-	-
	23	P3	-	-	-
	23	P4	-	-	-
	23	P5	-	-	-
	20	2	0	06	97
	20	1	0	12	66
	36	-	0	03	85
	35	3	0	07	27
	26	3	0	14	21
	35	1	0	01	34
	31	2	0	06	79
	32	3	0	03	87
	31	1	0	00	29
	30	2	0	15	78
	30	1	0	00	26
PARAMANAHALLI	120	-	0	05	04
	116	-	0	06	35
	115	-	0	11	69
	111	1	0	04	63
	110	2	0	02	65
	125	-	0	04	96
	126	-	0	01	28
	109	1	0	02	57
	128	-	0	13	83
	135	-	0	08	05
	139	-	0	22	07
	144	-	0	06	14
	145	1	0	08	94

1	2	3	4	5	6
	146	3	0	02	66
	146	1	0	03	94
	150	2	0	06	28
	149	2	0	00	15
	150	1	0	06	48
	151	4	0	05	46
	151	3	0	09	01
	184	-	0	08	24
	179	-	0	04	11
VAGATA AGRAHARA	32	-	0	04	94
	31	-	0	03	06
	30	-	0	02	88
	29	-	0	02	25
	25	-	0	03	98
	24	-	0	02	95
	23	-	0	02	84
	18	2A	0	00	31
	19	1	0	06	01
	19	2	0	04	06
	20	-	0	09	26
VAGATA	10	1B	0	09	72
	9	-	0	17	86
	7	-	0	19	97
	6	-	0	00	52
HONACHANAHALLI	32	6	0	02	76
	32	5	0	02	13
	32	2	0	02	37
	32	1	0	01	91
GOVINDAPURA	66	2	0	03	00
	66	1	0	03	20
	67	-	0	06	16
	68	4	0	06	34
	68	3	0	02	73
	68	2	0	03	75
	68	1	0	01	20
	69	-	0	20	88

1	2	3	4	5	6
	70	1	0	01	57
	70	2	0	01	65
	71	-	0	08	53
	72	-	0	00	28
	73	-	0	12	31
	74	2A	0	03	03
	74	2B	0	05	04
	75	1	0	03	45
VADIGEHALLI	71	4	0	01	90
	71	3	0	04	29
	71	2	0	03	49
	71	1	0	02	60
	75	-	0	06	11
	69	4	0	01	04
	68	1	0	07	80
	68	2	0	04	58
	65	-	0	07	95
	64	-	0	05	44
	63	6	0	04	66
	78	-	0	01	40
	79	-	0	07	22
	81	-	0	55	56
	81	P1	-	-	-
	81	P2	-	-	-
	81	P3	-	-	-
	85	-	0	02	44
	84	-	0	03	46
	82	-	0	06	23
	86	1	0	07	55
	86	2	0	01	35
	89	-	0	11	67
JADIGENAHALLI	183	-	0	54	42
	185	-	0	70	13
HARALURU	52	-	0	07	37
	51	2	0	11	30
	51	1	0	03	80

1	2	3	4	5	6
	49	1D	0	06	30
	49	1C	0	00	99
	57	-	0	14	83
	47	-	0	00	10
	61	1	0	07	10
	61	2A	0	04	54
	61	2B	0	08	20
	62	1	0	04	09
	62	2A	0	01	52
	62	2B	0	01	42
	62	2C	0	01	43
	62	2D	0	01	94
	34	3	0	00	10
	34	2	0	02	39
	30	1	0	06	04
	30	2	-	-	-
	30	3	-	-	-
	30	4A	-	-	-
	30	4B	-	-	-
	30	5	-	-	-
	31	1	0	00	65
	31	2	0	04	12
	25	3A	0	03	69
	25	3B	-	-	-
	26	-	0	00	53
	25	2	0	02	63
	25	1	0	01	90
	23	4	0	01	63
	23	3	0	01	13
	23	2	0	01	87
	23	1	0	00	19
	16	1	0	11	19
	16	2	-	-	-
	9	P1	0	01	35
	9	1P	-	-	-
	9	2P	-	-	-
	9	3P	-	-	-

1	2	3	4	5	6
Hobli : Kasaba					
KOLATHURU	103	1 }	0	08	24
	103	2 }	-	-	-
	198	1	0	11	62
	209	-	0	25	51
	117	-	0	08	06
	104	-	0	08	09
	106	2	0	03	73
	105	-	0	17	29
	83	1	0	19	49
	70	1	0	00	20
	71	2	0	11	74
	71	1	0	08	93
	73	-	0	05	98
	74	2	0	02	18
	74	1	0	01	69
	7	-	0	10	89
	8	-	0	12	69
	10	1	0	14	17
	12	2	0	00	19
	187	3	0	04	46
	186	-	0	05	76
	184	1	0	07	23
	183	-	0	04	43
	182	6	0	00	29
	182	5	0	04	57
	181	3	0	09	83
	181	2	0	00	77
	180	4	0	05	55
	180	3	0	09	42
	180	2	0	01	29
	19	2	0	05	57
	19	1	0	02	33
	20	6	0	02	65
	20	5	0	01	20
	20	4	0	01	39

1	2	3	4	5	6
	20	3	0	01	56
	21	2	0	01	18
	21	1	0	09	01
	22	-	0	00	18
	24	-	0	06	05
	177	-	0	09	88
	174	1	0	09	49
	173	1	0	00	66
HALASAHALLI	20	-	0	03	76
HULLURU AMANIKERE	142	6	0	04	31
	142	5	0	02	99
	126	P1	0	10	47
	126	P2	-	-	-
	126	P3	-	-	-
	125	P1	0	03	85
	125	P2	-	-	-
	125	P3	-	-	-
	129	-	0	03	94
	118	2	0	02	25
	118	1	0	05	08
	114	3	0	03	70
	114	2	0	01	29
	115	2	0	05	79
	115	1	0	02	86
	113	3	0	05	34
	113	2	0	01	67
DODDAHULLURU	113	1P1	0	04	72
	32	8B	0	00	36
	32	8A	0	00	96
	32	7A	0	01	27
	32	6	0	01	98
	32	5	0	00	91
	32	4	0	00	85
	32	3	0	02	23
	41	3	0	00	62
	38	-	0	05	35
	39	-	0	00	34
	37	-	0	05	48

1	2	3	4	5	6
	36	-	0	00	28
	33	4	0	09	47
	33	1	0	05	34
	46	3	0	01	42
	46	1	0	05	27
	47	1	0	00	15
	59	2	0	11	58
	59	1	0	05	22
	58	1A	0	03	13
	75	5	0	05	56
	75	2	0	06	16
	75	1	0	00	10
	129	1	0	06	60
YALACHANAYAKANAPURA	17	2	0	01	91
	16	-	0	09	32
	15	-	0	10	78
	14	-	0	05	55
	9	2	0	03	07
	9	1	0	06	77
	8	3	0	04	15
	8	2	0	04	13
	8	1	0	04	24
	7	2	0	06	26
	7	1	0	03	75
	6	1	0	17	63
	2	-	0	00	21
	1	-	0	41	21
CHIKKAHULLURU	25	P1	0	23	04
	25	P2	-	-	-
	25	P4	-	-	-
	25	P5	-	-	-
KURUBARA HALLI	104	-	0	39	06
	107	-	0	23	41
	108	-	0	13	61
	109	-	0	07	34
	110	-	0	12	73
	106	-	0	21	81
KALLAHALLI	158	-	0	08	71

1	2	3	4	5	6
	157	2	0	03	19
	157	1	0	04	65
	156	-	0	07	60
	155	-	0	07	28
	154	-	0	11	81
	149	-	0	12	39
	150	1	0	02	45
	150	2	0	09	17
	147	-	0	15	99
VABASANDRA	52	-	0	04	46
	51	2	0	08	98
	51	1	0	04	85
	50	1	0	03	84
	49	-	0	02	71
	47	-	0	09	16
	57	-	0	15	33
	58	1C	0	00	48
	59	5	0	03	58
	59	4	0	04	36
	59	3	0	04	68
	59	2	0	03	44
	59	1	0	03	69
	62	4	0	05	43
	60	-	0	00	83
	62	1	0	05	68
	62	3	0	00	48
	62	2	0	06	38
LAKKONDAHALLI	49	1	0	06	66
	48	2	0	02	16
	48	1	0	04	00
	45	5	0	02	26
	45	2	0	04	55
	45	1	0	04	32
	44	-	0	06	40
	40	4	0	01	04
	43	1	0	00	16
	41	3	0	11	43
	39	1	0	03	31

1	2	3	4	5	6
	39	5	0	03	49
	38	2	0	04	28
	38	1	0	04	23
	31	-	0	08	11
	28	-	0	07	48
	27	4	0	05	50
	27	3	0	01	57
	26	1	0	09	91
	25	-	0	07	51
Hobli : Sulibele					
KAMBALIPURA	166	-	0	04	09
	167	-	0	05	79
	168	-	0	00	75
	169	-	0	02	52
	170	-	0	03	61
HASIGALA	40	3	0	02	29
	40	1	0	01	43
	39	3	0	02	95
	39	2	0	08	26
	174	1	0	02	24
	174	2	0	01	64
	174	3	0	02	54
	32	1	0	05	15
	31	-	0	09	30
	24	2	0	03	34
	25	-	0	03	71
	26	3	0	01	57
	27	-	0	02	76
	28	5	0	01	70
	28	1	0	01	17
	4	7	0	02	06
	4	2	0	02	23
	3	3	0	04	88
	169	2	0	06	95
	169	1	0	05	90

1	2	3	4	5	6
	168		0	01	89
	120	-	0	02	92
	122	1	0	03	46
	123	-	0	03	79
	124	4	0	02	25
	112	-	0	03	64
	127	1	0	04	57
	127	2	-	-	-
	127	3	-	-	-
	127	4	-	-	-
	109	1	0	00	47
	128	-	0	08	03
	130	1	0	09	43
	130	2	-	-	-
	130	3	-	-	-
	130	4	-	-	-
	132	3C	0	00	53
	132	1C	0	00	70
	132	3D	0	00	37
	132	3B	0	00	10
	132	1D	0	01	56
	132	1B	0	02	42
	132	2	0	04	73
	146	2	0	03	05
	142	2	0	10	32
	142	1	0	06	50
	143	2	0	02	58
	139	P1	0	14	27
	139	P2	-	-	-
	139	P3	-	-	-
	139	P4	-	-	-
KAMMASANDRA	108	P	0	74	54
	67	1	0	00	11
	68	4	0	00	19
	78	2	0	00	87

1	2	3	4	5	6
Taluk : Devanahalli	District : Bangalore Rural	State : Karnataka			
Hobli : Channayapatna					
GANGAVARA -	44	1	0	06	95
CHOWDAPPANAHALLI	44	2	-	-	-
	44	3	-	-	-
	44	4	-	-	-
	46	-	0	07	61
	45	-	0	06	78
	42	-	0	04	28
	41	-	0	03	60
	31	-	0	06	78
	32	3	0	01	56
	32	4	0	04	92
	30	-	0	02	96
	32	1	0	05	31
	4	-	0	01	60
	5	2	0	04	12
	5	1	0	05	87
	6	2	0	01	36
	6	1	0	04	57
	7	-	0	08	12
	15	-	0	06	31
	16	-	0	08	34
	13	1	0	06	08
	17	1	0	05	67
	18	2	0	07	09
	18	1	0	06	56
	20	-	0	05	67
	12	3	0	07	69
SOMATHANAHALLI	140	7	0	10	20
	141	11	0	01	51
	141	4	0	16	99
	141	8	0	00	10
	141	3	0	03	15
	142	-	0	18	72
	137	-	0	12	40
	136	-	0	11	41
	148	-	0	47	76
	149	-	0	51	06

1	2	3	4	5	6
JONNAHALLI	63	-	0	22	75
KAGGALAHALLI	2	-	0	13	85
BATRAMARENAHALLI	34	-	0	03	69
	33	-	0	14	79
	27	-	0	16	28
	25	-	0	00	15
	24	-	0	02	79
	23	-	0	00	99
	26	-	0	09	95
	5	1 }	0	14	31
	5	2 }	-	-	-
	6	3	0	07	28
	6	2A	0	02	69
	6	2B	0	00	38
	10	1 }	0	13	87
	10	2 }	-	-	-
	10	3 }	-	-	-
	10	4 }	-	-	-
	10	5 }	-	-	-
KAVADADASANAHALLI	21	-	0	73	28
	18	-	0	16	74
	19	-	0	04	16

Taluk : Yalahanka	District : Bangalore Urban	State : Karnataka		
Hobli : Jala				
DHUMMANAHALLI	21	-	0	08
	20	-	0	19
	19	-	0	12
	39	-	0	00
	40	-	0	35
UNASURU	8	1 }	0	37
	8	2P1 }	-	28
	8	2P2 }	-	-
	8	2P3 }	-	-
	109	-	0	05
	108	-	0	10
	107	-	0	06
	106	-	0	07
	105	-	0	00
	5	-	0	50
			18	14

1	2	3	4	5	6
UNASURU (contd.)	4	7	0	07	73
	4	2	0	01	94
	4	1	0	02	79
	113	-	0	00	78
	88	-	0	05	34
MYLANAHALLI	26	1 }	0	24	89
	26	2 }	-	-	-
	116	-	0	24	50
	18	-	0	08	22
	14	-	0	28	87
	19	-	0	20	60
	6	2	0	10	94
	6	1A }	0	07	62
	6	1B }	-	-	-
	5	-	0	05	08
	1	-	0	16	65
	2	3	0	07	15
	2	4	0	07	37
	110	3	0	05	33
CHIKKANAHALLI	43	5	0	01	09
	43	1	0	03	77
	44	2	0	12	48
	26	2	0	05	25
	26	3	0	09	71
	26	1	0	07	82
	27	2	0	04	63
	27	1	0	03	29
	28	4	0	03	88
	28	3	0	02	00
	28	1	0	03	42
	29	2	0	03	59
	29	1	0	03	21
	30	2	0	03	93
	30	1	0	02	38
	31	2	0	01	41
	31	1	0	06	61

1	2	3	4	5	6
BEGURU	90	2	0	08	09
	95	2	0	04	71
	95	1	0	05	14
	94	-	0	08	24
	100	1	0	14	80
	101	2	0	04	76
	101	1	0	13	46
	84	1	0	16	17
	84	2	-	-	-
	85	-	0	11	53

[F. No. R-25011/3/2007-O.R.-I]
S.K. CHITKARA, Under Secy.

शहरी विकास मंत्रालय

नई दिल्ली, 21 मार्च, 2007

सा. आ. ४५०.— भारत सरकार एवं द्वारा शहरी विकास मंत्रालय के प्रशासनिक नियंत्रणाधीन आवास और नगर विकास निगम लि० (हड्डो) के गोवा विकास कार्यालय, जहां 80% से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10 के उप नियम (4) के अंतर्गत अधिसूचित करती है।

[स. इ-11017/3/2005-हिन्दी]
एम. राजमणि, संयुक्त सचिव

Ministry of Urban Development

New Delhi, the 21st March, 2007

S. O. 450.—The Government of India in pursuance of sub rule (4) of Rule 10 of the Official Language (Use for Official purposes of the Union) Rules, 1976 (as amended, 1987) hereby notifies Goa Development Office of HUDCO under the administrative control of the Ministry of Urban Development, where more than 80% of staff have acquired working knowledge in Hindi.

[No. E-11017/3/2005-Hindi]
M. RAJAMANI, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 27 फरवरी, 2007

का.आ. 851.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 545/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2007 को प्राप्त हुआ था।

[सं. एन-12012/394/91-आई.आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th February, 2007

S.O. 851.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 545/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 27-02-2007.

[No. L-12012/394/91-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT II,
CHANDIGARH**

PRESENT:

Shri Kuldip Singh, Presiding Officer

Case No. I.D. No. 545/2k5

Registered on 23-08-2005

Date of Decision 10-12-2006

Raj Kumar S/o Shri Niranjan Dass Duggal, R/o 320-A, Model Town, LudhianaPetitioner

Versus

The Regional Manager, Punjab National Bank, LudhianaRespondent

APPEARANCE:

For the Workman : Shri B. N. Sehgal,
Advocate

For the Management : Mr. R. S. Chib, Advocate

AWARD

The following reference was received from the Government of India vide their order No. L-12012/394/91-IR B-II dated 10th April, 1992 :—

"Whether the action of the Management of PNB Ludhiana in dismissing the services of Shri Raj Kumar Duggal S/o Shri Niranjan Dass, Clerk-cum-Godown Keeper w.e.f. 14-7-1988 is legal and justified ? If not, to what relief the workman is entitled ?"

On a notice from this Tribunal, the parties appeared through their Counsel. The workman filed the statement of claim. He also placed on record the copy of the judgement passed by Judicial Magistrate First Class, Ludhiana and copies of a number of letters which he claims were written by him to the Management and the Inquiry Officer, appointed by them. The Management filed Written Statement, to the claim of the workman, through their Authorized Representative on 13th August, 1993. The workman then filed the rejoinder and an application seeking a direction to the Management to produce the documents detailed therein. In support of his claim the workman filed his affidavit dated 16th December, 1993. The Management filed the affidavit of S/Shri Suresh Kumar Sharma, Manager. They also placed on record the copies of documents marked as Annexure 1 to Annexure 18. The workman appeared as a witness whereas the Management examined S/Shri Suresh Kumar Sharma, Manager and Balbir Singh as their witness.

The claim of the workman is that he had joined the service of the Management as Clerk-cum-Godown Keeper at Giddarba, District Faridpur on 20th July, 1970 and served them at different places till 11th August, 1997 and he was last posted at Kesarganj-Ludhiana Branch of the Management. There he was served with a charge sheet dated 29th/30th August, 1997. The Management also lodged FIR against him in Police Station Piär, Distt. Ludhiana which resulted into a challan in the Court of Judicial Magistrate First Class, Ludhiana. However he was acquitted of the charge by a judgement dated 8th January, 1985. Thereupon he reported, to the Manager of his Branch, but he was not reinstated on duty. On 21st February, 1986 he received a letter from which he learnt that an inquiry has been initiated against him and for which Mr. Malwinder Singh has been appointed as an Inquiry Officer and the inquiry shall commence w.e.f. 11th April, 1986 at Dotaha Branch of the management Bank. Meanwhile he was reinstated in service vide letter of the Additional Manager, Ludhiana dated 29th December, 1986, which he received on 18th February, 1987 and he reported for duty on the next day. That, despite his objections, the inquiry proceeded against him and he was given a show cause notice on 23rd June, 1988, alongwith the copy of report of the inquiry; that he was dismissed from service by the Disciplinary Authority by order dated 13th July, 1988, against which he filed an appeal before the General Manager who modified

the order of dismissal to termination from service with three months salary. The claim of the workman further is that the order of holding inquiry against him and awarding him the punishment of dismissal or termination from service was illegal, bad in law and against the principle of natural justice.

The workman has challenged the enquiry report, the order of dismissal/termination from service on the grounds that charges levelled against him in the inquiry were the same which he faced in the case before the Judicial Magistrate First Class, Ludhiana, therefore, he could not be tried for the same charges twice; that the inquiry was started years after his acquittal by the Judicial Magistrate, therefore, it was with an extreme biased mind that the inquiry was conducted by an officer who was lower in rank to that of the Presenting Officer and so acted under his influence which resulted in unfairness to the workman; that the Presenting Officer had conducted a number of inquiry whereas the workman was not conversant with legal process and despite his repeated request to get the assistance of a lawyer he was not provided with the facility nor he was given the permission to engage a union representatives; that the Management produced Shri R. K. Aggarwal as witness against the workman who had also been chargesheeted alongwith the workman, for the alleged occurrence, in Doraha Branch, but the charge sheet against him was withdrawn later on as he had been assured no action can be taken against him in that case he deposed falsely against the workman.

It is further claim of the workman that the Judicial Magistrate did not rely upon the statement of R. K. Aggarwal and held that Shri Aggarwal himself was negligent in his duties in the alleged occurrence, therefore, his statement cannot be relied upon. The Management further acted in unfair manner by withholding material witnesses, who were present in the Branch where the occurrence is alleged to have taken place. The Management also did not provide opportunity to the workman to cross-examine Mr. C. L. Gupta, who had served the workman with a charge sheet dated 29th August, 1997. He was also not provided with the addresses of the persons who were linked with the charge sheet and the addresses provided were incorrect and it resulted into miscarriage of justice to the workman. The Management further made the lapse by not filing report of the investigation and by not producing the persons as witnesses who were examined in the preliminary inquiry. The Inquiry Officer being employed in the Bank was an interested person to help the Bank. The Management also did not allow the workman to produce his defence. Therefore, the workman could not defend himself properly. The Inquiry Officer as well as the Disciplinary Authority knew that workman remained on leave from 22nd to 25th March, 1997 and they relied upon the vouchers of those dates alleged to be prepared by the workman; that the Management did not pay the expenses of the defence mechanism for the day the Inquiry Officer was not available,

which added to the burden of the workman and as a result of want of resources he could not produce the relevant witnesses. The Management also failed to provide the required documents and record vital for the just decision. A fair opportunity to defend himself was denied to the workman. The 13 documents as detailed in the Claim Petition which according to him were vital for the just decision in the inquiry were not supplied to the workman.

The workman has challenged the findings of the Inquiry stating that the Inquiry Officer was predetermined in his mind to convict the workman as he knew that the sole purpose of initiating the inquiry proceedings against the workman was to dismiss him from service. According to him the Inquiry Officer had relied upon the Written Statement of the Presenting Officer despite the objections of the workman. He was also not provided with the opportunity to cross-examine Shri R. K. Aggarwal, after production of additional documents of by the Presenting Officer which were linked with the inquiry. The Inquiry Officer did not allow the production of documents named by the workman stating that those are not relevant to the charge sheet, but later on those very documents were allowed to be produced by the management and were also relied upon in the inquiry. The Inquiry Officer further committed the lapse by relying upon the statement of Shri D. P. Dhanda, which he had made in reply to the charge sheet. The reliance of the Inquiry Officer on that statement was bad since the statement was relevant only to the charge sheet filed against Mr. Dhanda. The relevant documents were not shown to the witness. Thus the reliance of the Inquiry Officer on the statement of Shri D. P. Dhanda was also bad. The denial of the specimen writing of Shri Aggarwal was bad since the workman wanted the opinion of handwriting expert about the writing of Shri Aggarwal which also resulted in the denial of the opportunity to the workman to defend himself. The Inquiry Officer did not allow the workman to make a statement in his defence. He ignored the statement of Shri G. L. Katrari who stated that the activities of Shri Aggarwal were wrong against the instructions of Bank. The Inquiry Officer misconstrued the statement of Shri J. P. Soni and ignored the statement of Rakesh Kumar who certified that Mr. Soni was a genuine person. As against to that the Inquiry Officer relied upon the statement of Shri Aggarwal, which was full of contradiction, fabrications and biased, for the reason that how could he identify the writing of the workman when he could not identify the writing of other employees posted in the same Branch. How could he make the payment to him meant for Mr. J. P. Soni if he had bad impression of the workman. In that situation how could he have good faith in the workman and make the payment. Shri Aggarwal made contradictory statement. On the one hand he stated that he has made the statement as per his memory but in the same breath he claimed that he had made the statement on the basis of the FIR lodged against the workman. He

further made a wrong statement that, it was I who made the signatures of Mr. J. P. Soni and he was posted on Kesarganj Branch. Shri Aggarwal was further wrong to state that it was the workman who had worked on the F.D. seat whereas he had never worked in that seat nor there was any occasion for the workman to prepare the vouchers presented during the inquiry relating to F.D. Accounts, for crediting to SF No. 5479. Further, Shri Aggarwal admitted to have prepared vouchers 177 and 178 relating to the entry of Rs. 3000/-, in account No. 5479, although those vouchers were not passed by a competent authority and it showed that Mr. Aggarwal was interested in the account of Shri J. P. Soni. Shri Aggarwal further made a wrong statement that he had never tried to check the presence of Shri Soni in the Bank, although the seat of Mr. Aggarwal was just 3 yards away from the seat of the workman. He himself admitted that he never asked the workman to produce Shri Soni to receive the payment and all that showed that Shri Aggarwal was interested in the transaction in the account of Shri Soni. Shri Aggarwal further made a false statement that he always mentioned in the Cashier's log Book about the name of account and not of the person who received the payment. He also could not explain why he did not report about the overwritings in the account when he calculated half yearly interest of SF 5015. Moreover there was excess of interest shown in the account and so as to cover up his lapse he did not mention about the alterations. The Inquiry officer therefore acted in a very unbecoming manner by ignoring questionable documents and relying upon the statement of Shri S. K. Aggarwal which were not provided to the workman and thus the principles of natural justice were not followed.

The workman has further challenged the inquiry proceedings on the ground that he was not given a personal hearing by Disciplinary Authority. He was also not given sufficient time to make effective representation and the undue haste was shown by the authorities which spoke about their mind, otherwise they had waited for nine years to initiate the inquiry and for two years after his acquittal by the criminal court. Repeating the grounds taken by him, he alleged that the Inquiry Officer, the Disciplinary Authority and the Appellate Authority did not act according to the law and principles of natural justice rather they acted in a manner which clearly suggest that no justice could be expected of them. The Management relied upon the letter dated 30-08-1977, the authorship of which had denied but the Management further failed to obtain the opinion of the Handwriting expert about the letter. The Management also did not produce letter dated 30th August, 1977, nor any proof to show as to who had received/produced that letter and who received it. They did not provide a copy of that letter to the workman. The workman has further claimed that the inquiry report is based upon conjectures and summarizes and upon false statements of Shri R. K. Aggarwal, therefore, it is bad in law and should

be quashed the workman may be reinstated in service and be provided with all the benefits including that of promotions. He may also be allowed interest at the rate of 18% on the monetary benefits he is found entitled and cost of proceedings.

The management has opposed the claim of the workman by raising preliminary objections as well as by disputing the facts stated in the Claim Petition. It is stated by them that the workman cannot claim to be represented by Shri B. N. Sehgal, who is a practicing Advocate and not a member of any Trade Union. Besides the management has not consented to the appearance of Shri Sehgal, as such he may be barred from appearing for the workman. It is also their claim that the points raised by the workman were not raised before the Inquiry Officer, the Disciplinary Authority and Appellate Authority, therefore, the same cannot be allowed and raised now. According to the management, the claim of the workman that after a criminal trial the inquiry could be initiated against him, is without any merit for the reason that in the case of Para 19-3(3) of the Bi-partite settlement, the holding of departmental inquiry is the option of the management, whether simultaneous to the criminal trial or thereafter on merit it is claimed by them that the workman was served with the charge sheet on 29th August, 1977, for having committed grave and serious irregularities, fraud by preparing fictitious vouchers of interest and by withdrawing money from the Bank by forgery signatures and by impersonation. The workman, by his letter dated 30th August, 1977 admitted the charges as true. The Criminal Court no doubt, acquitted the workman but by giving him the benefit of doubt. The Management had the option to proceed against him, therefore, an inquiry was initiated against him. During the inquiry charges 1, 3, 5 and 6 were proved against him and the Disciplinary Authority passed a detailed order, after giving personal hearing to the workman, and confirmed the findings arrived at by the Inquiry Officer. He proposed the punishment of dismissal to the workman and issued show cause notice to him on 23rd June, 1988. The workman preferred an appeal. The Appellate Authority, Zonal Manager, after taking into account all the aspects of the case and due consideration, did not agree with the workman and dismissed his appeal. He, however, reduced the punishment of dismissal to that of termination of services with three months' salary and allowances as per the bi-partite settlement.

In reply to the averments made in the Claim petition it is stated by the management that the claim made by the workman is not correct except the fact which are a matter of record; that the Disciplinary Authority had given full consideration to all the facts brought on record and after affording the workman the opportunity of personal hearing, he was awarded with the punishment of dismissal from service, which was modified by the Appellate Authority on appeal. Claiming that the Management was authorized

to hold departmental inquiry, against the workman, for the misconduct and irregularities committed by him it is stated by them that the workman had been acquitted by the Criminal Court. However since it took time to the management to obtain the copies of the judgements and waiting for the state to go in appeal, that the Management initiated inquiry proceedings late. But there was no bias to that. There was also no reason to term the claim as biased approach. It is further their claim that the departmental inquiries were governed by Rules and Regulations of the Bank and principles of natural justice and not on the basis of procedure laid down by law. Moreover, the inquiry officer was not law knowing person but the principles of natural justice were taken care during the inquiry. It was the duty of the workmen to have looked for a defence representative and it was not the liability of the management to arrange for the same for the workman. The management produced the witnesses which they thought were relevant to the inquiry proceedings and they did not prevent the workman to proceed till witness. The Management produced the witnesses which they were having the knowledge of facts having bearing on the charge. They further claimed that the workman had never raised the plea that he was not provided with the correct addresses of the witnesses, required to produce by the management. It was the duty of the workman to have produced his own witnesses. The management had produced only relevant documents. The management had provided full opportunity to the workman. He never claimed to get, any witness or the documents to be produced in his defence and his claim is without merit that he was denied the right to defend himself properly. The inquiry officer took all the aspects of the case into consideration and relied upon material, brought on record, so as to give the finding. Both the Disciplinary Authority and the Appellate Authority considered the evidence available on record.

It is further the claim of the Management that there was no obligation on the management to bear the expenses of witnesses of the workman. It was the discretion of the inquiry officer to allow or disallow the production and documents, that the objections now raised, but the workman were not raised before the Disciplinary Authority or Appellate Authority and are an afterthought. Denying that the Inquiry Officer was pre determined to convict the workman or he was not impartial and fair, it is stated by them that the finding of the inquiry are based upon the evidence brought on the record. There was no war of appearance of the Presenting Officer as a witness in the case and he was thoroughly cross-examined by the workman. The workman was allowed to call any witness in support of claim including Shri Aggarwal. The Management had produced some documents so as to confront with that to the defence witnesses, when they made false statement and it was only in that situation the documents were taken on record. The workman was free to make use of those

documents. Denying that the Management has taken into consideration the statement of Shri Dinesh, made earlier they stated that all the documents were provided to the workman. The workman did not ask for the handwriting of Shri Aggarwal at the time Shri Aggarwal appeared as a witness. The workman rather had made this claim at the close of his evidence and not at the time Mr. Aggarwal was in the witness box. It was in these circumstances that the Inquiry Officer thought that the claim made by the workman was that he refused the prayer of the prosecution.

Claiming that due consideration was given to all the evidence placed on record it is stated by the management that the statements of Shri J. R. Kumar and R. K. Duggal were given full consideration. The workman had fully cross-examined the witnesses of the management at length. Had the inquiry officer not given weightage to the evidence produced in the case, how some of the charges should be held not proved. The workman was not shown as to at when and how the principles of natural justice were violated. He was given no instance to support that claim. They have further claimed that the order passed by the Disciplinary Authority and Appellate Authority are speaking orders based on the record of the evidence produced. The objections raised by the workman are after thought. Had all these objections were in his mind he would have raised the same before the Disciplinary Authority, as well as the Appellate Authority. In view of the evidence available the workman has no claim to make, that the order of termination was bad in law violation of principles of natural justice, therefore, it should be quashed. He is not entitled to any relief.

The claim of the workman has been opposed by the Management by raising the preliminary objections to the maintainability of the application of the petition and by rebutting the contents of his Claim Petition. It is their case that the Claim made by the workman is belated and there is no merit in the claim of the workman that the Management could not initiate the inquiry against him whereas the provisions of 51-parcels section more specifically para 19 of it authorizes the holding of departmental inquiry. In view of this the claim of the Workman is not valid and therefore, the same may be quashed.

On merits it is the submission of the Management that since the workman was involved in committing grave and serious irregularities, which resulted into fraud perpetrated upon the Bank, therefore, a FIR was registered against him. It is true that the workman was given the benefit of doubt and acquitted, but it was no bar for holding a departmental inquiry, therefore, the inquiry was initiated against him. He was charge sheeted and an inquiry officer was appointed. After holding fair and proper inquiry, the inquiry officer found charges 3, 5 and 6 and charge No. 1, to be non-exempted, therefore, the Disciplinary Authority, after giving personal hearing to the workman, awarded the

punishment of dismissal from service to the workman on 23rd June, 1988. The workman filed an appeal to the Zonal Manager, who also, after giving personal hearing to the workman maintained the order of the Disciplinary Authority, but reduced the punishment to termination with three months salary and allowances, as authorized by Para 19.3(c) of the Bi-partite settlement. The Management admitted the contents of para i, iii, v, vi, viii in full and of paras iv, vi and ix in part but denied the contents of para xi describing the same as misconceived, disgust and unformulated. It is submitted by them that the inquiry was conducted against the workman after the judgement in the criminal case and sometimes were taken in collecting with certified two copies of judgements on the record it was because of that reason some delay was caused in initiating the inquiry proceedings but there were no other reasons for initiating the action late. It is further stated by them that it was not the duty of the Management to arrange the defence representative for the workman. Their liability could add the best was to facilitate the workman in engaging the defence representative of his choice. Opposing the claim of the workman that the Management did not produce others who were witness to the alleged incident it is submitted by them that it is always the option of the party to produce the witnesses, they think relevant for their purpose and not those which the employee proceeded against wished to be produced. The workman was at liberty to produce any of the witnesses in his defence, if he thought that a person was a relevant person and the Management could not stop him from doing so. Moreover, the workman did not raise this point during the inquiry nor requested the Inquiry Officer to summon any other person as a witness in the inquiry therefore, his claim is not justified. Same can be said about the documents produced.

The further case of the Management is that the workman was provided with full opportunity to produce any evidence, oral or documentary and to defend himself in the inquiry. There is nothing on record to show that the workman even raised the finger against the manner in which the inquiry was conducted nor the workman had the grievance that he was not provided sufficient opportunity to defend himself. According to them it was not the obligation of the Management to pay expenses of the defence witnesses. Moreover the workman never raised any objection about the competency of inquiry officer to hold an inquiry. He also did not raise the said objection against the disciplinary and has taken up this stand for the first time. They have also obtained that there was no bar for the presenting officer to appear as a witness in the case. The Inquiry Officer had to held fair and proper inquiry. He had allowed the workman to produce anybody as a witness in his favour. Explaining the circumstances in which some documents were not produced initially, but were produced later on, it is stated by them that since the defence witnesses had started making false statements in the

inquiry, therefore, some documents were produced so as to confront them with the true facts and the workman was provided with full opportunity, so as to put further question to those witnesses. The claim of sending the handwritings of Shri Duggal to the handwriting expert is afterthought as he did not raise this plea at the time when the statement of Shri R. K. Aggarwal was being recorded. Contesting the manner in which the workman had explained the evidence produced by the Management, it is stated by them that the management had held a fair and proper inquiry. The objections now raised by the workman are of no substance rather the same are afterthought. The inquiry officer had given full weightage to all the evidence produced and had appreciated the statement of the witnesses and came to the conclusions. The Disciplinary, as well as the Appellate Authority applied their mind and passed speaking orders. The workman in fact has no reasons to challenge the conclusions of arrival at by inquiry officer, the Disciplinary Authority and Appellate Authority and the points raised are not relevant and therefore the same may be rejected. The workman may be penalized for unnecessary raising the controversy. In the last they prayed for allowing them to lead evidence in the case to prove that the findings of the Inquiry Officer were proper and the inquiry held was fair and proper.

The workman filed replication by which he submitted that the preliminary objections raised by the Management untenable were since Shri B. N. Sehgal was also a legal secretary of Employees Union and so he could appear as the representative of the workman; and that he was entitled to raise the objections against the manner the inquiry was held, as the same was not considered during the inquiry; and that there could be no difference between acquittal and acquitted by benefit of doubt, therefore, the inquiry was wrongly held; that the workman was entitled to raise the objections against the manner the inquiry was held since the Management had not considered the reply given by him running into ten pages and again for the denial of personal hearing to the workman by the Disciplinary Authority. He reiterated the facts stated in the Claim Petition and stated that he had never admitted the charges nor had written the letter dated 30th August, 1997; that since the management had waited for 8 years to the outcome of the criminal case, therefore, they should have relied upon the outcome of the criminal case whereas they did not do so with malafides, and in violation of principles of natural justice punished him. The order of punishment, therefore, deserves to be quashed. Also for the reason as the Management did not provide him the documents of the workman upon which they relied and took the action; that the Management with vindictive attitude took two years to reinstate the workman and did not pay him the wages. They did not supply him the copies of the documents nor he was given opportunity of personal hearing; that the inquiry officer had worked under the whims of the

Management therefore, his finding was biased. He prayed for quashing the order of his dismissal and for his reinstatement with all service benefits, including continuity of services, alongwith the interest of 13%.

The workman filed his affidavit in support of his claim. Management filed the affidavit of Shri Suresh Kumar, Manager in support of their claim. They also placed on record a number of documents as Annexure 1st to 18. They also filed the affidavit of Shri Balbir Singh, their Senior Manager, alongwith documents Annexure 1st, comprising of 117 pages. The parties produced oral evidence in support of their claim. The workman appeared as a witness whereas the Management produced M/s. Surendra Kumar Sharma and Balbir Singh as the witnesses. Shri R. K. Duggal, the workman by his statement proved his affidavit W-1 and documents W-2 and 3 in cross examination he admitted that he was served with chargesheet on 29th August, 1997, to which he had filed the reply on the next date. That the Management had initiated inquiry against him in which Malwinder Singh was appointed as inquiry officer whereas Shri Dalbir Singh was Presenting Officer. He admitted that he had cross-examined the witnesses of the management but claimed that he could not do the cross-examination then properly. He had produced defence evidence. He admitted that the Inquiry Officer had granted him the adjournments as and when he asked for that and that he had signed the proceedings on 22nd and 23rd May, 1997; and that after the inquiry, he was served with a show cause notice to which he had replied. Opportunity for personal hearing was given then stated that he was not given the personal hearing. However, he admitted that he had filed the appeal and the appellate authority had given him personal hearing. He had modified the order of punishment. He claimed that he is dependent upon his relatives including his elder brother. He however showed lack of knowledge whether the expenses incurred by his brother are shown by him in the income tax returns but claimed that he is not working; and that he has wife and three children. He denied that he is running an academy earning around 10,000 a month by tuition.

The Management produced Shri Suresh Sharma who proved his affidavit, Exhibit M-1, and stated that the documents filed with the affidavit are correct though the same are photo copies. He stated in cross-examination that he had not taken part in the inquiry proceedings but he has the knowledge about the allegation, the chargesheet and the inquiry proceedings being custodian of the records. He denied that the workman is not gainfully engaged since the day of his dismissal rather he is running an academy in Ludhiana and is earning but he can not name the academy. He further stated that Annexure 3 dated 30th August, 1977 was not signed by the workman in his presence; and that the original record may be in the Regional Office, Chandigarh.

Management also produced Balbir Singh as their witness who admitted the contents of his affidavit Exhibit M-2 and stated that the documents attached with the affidavit are correct as per the original and that the contents of the inquiry proceedings are correct. He further stated that he has brought the original voucher of Fixed Deposit ledger and fixed deposit open closed register and that the copies of the voucher produced are correct as per the original. In cross examination he stated that he has not brought the original of these documents since those are lying in the Regional Office; and that the inquiry officer is still alive and in the service of the Management. He denied the knowledge of the criminal case instituted against the workman and stated that the inquiry had started after the decision in the criminal case. He, however, could not say whether Shri Aggarwal, who was witness in the inquiry was also a witness in the criminal case against the workman. He admitted that Shri Aggarwal was also chargedsheeted for his negligence in the same incident for which the workman was chargedsheeted. However, the charges leveled against Shri Aggarwal were different. He denied the knowledge that Shri Aggarwal and Duggal had consonant relations but admitted that they were the two officials working in the Branch. He showed ignorance whether the workman was on leave from 23rd to 25th March, 1997. He further stated that the workman was called for file his statement and was also asked to give his written arguments; and that the original vouchers were not prepared in his presence. He denied that the inquiry officer had not given full opportunity to the workman to defend himself.

I have gone through the file and have also considered the arguments submitted by the Counsel for the parties.

This is the case of domestic inquiry in which the workman was chargedsheeted and on the report of the inquiry officer the Disciplinary Authority awarded him the punishment of dismissal from service, but on appeal the order of dismissal was converted into termination with three months salary w.e.f. 14th July, 1988. The Workman has challenged the order of the Disciplinary Authority as well as of the Appellate Authority, on a number of grounds stated in brief his grievance is that the inquiry held against him was bad in law since it was held eight years after the alleged occurrence for misconduct forming part of chargesheet against him before the criminal court; that the Inquiry officer did not allow the workman to produce defence witnesses named by him. He relied upon the statement of Shri Aggarwal, who was co-accused in the chargesheet leveled against the workman and according to him the management prevailed upon Shri Aggarwal to make the statement against the workman, on a promise to free him from the charges. It is further his claim that the Inquiry officer relied upon the statement of the Presenting Officer, much against the principles of natural justice. The Disciplinary Authority did not give permanent hearing to the workman. The Management also did not produce the

alleged confessional statement of the workman, to support their claim. The workman was not allowed to produce the handwriting expert as a witness so as to test the veracity of statement made by Shri Aggarwal. Also the copies of inquiry proceedings were not provided to the workman.

It may be noted here that in a domestic inquiry the Tribunal has a limited jurisdiction to exercise as it cannot substitute its opinion to that of the Disciplinary Authority or that of the Appellate Authority so far it concerns the conclusions on facts. The Hon'ble Supreme Court was of the opinion that even the High Court does not enjoy the jurisdiction to reappreciate and come to its own conclusion on facts. According to their Lordship the Disciplinary Authority and the Appellate Authority are the sole fact finding authorities. Once the finding of the facts based upon the conclusions of these authorities are recorded, the High Court in the jurisdiction may not normally interfere with those factual findings unless it finds that the recorded findings were perverse and/or legally untenable. In this regard the reference can be made to the judgements of the Apex Court reported as 1999(1) S.C.T. 642. The law is, therefore, settled that in a case of domestic inquiry, the Tribunal does not sit in appeal over the findings of the Disciplinary Authority and the Appellate Authority. At the best it has the jurisdiction to examine whether the two authorities followed the procedure laid down by the standing orders, rules and notification and also followed the principles of natural justice while holding the inquiry. In other words whether the workman was informed of the exact charges which he is called upon to meet; whether he was given opportunity to explain any material relied upon by the management to prove the charges, whether the evidence of the Management was recorded in the presence of the workman and he was given full opportunity to cross examine those witnesses; whether the copies of the documents relied upon by the management were provided to the workman and he was also permitted to inspect any of the documents relied upon by the management, whether the employee both documentary and oral evidence in his defence and whether he was allowed to examine himself as a witness and was also provided the assistance to produce the material and relevant documents the employee desired to produce; and whether he was provided with a copy of the inquiry report and was allowed to make the representation to the Disciplinary Authority against the findings of the inquiry report. In order to find out whether the Management followed these basic requirements of the fair and proper inquiry, we have to go to the evidence of parties a summary of which has given above.

The workman in his statement admitted that he was served with the chargesheet and he has filed reply thereto. He further admitted that Shri Malwinder Singh was appointed as Inquiry Officer and Balwinder Singh as Presenting Officer, and that the inquiry officer had no personal enmity with him. That he had cross-examined the

witnesses of the Management during the inquiry. He however alleged that he could not properly cross examine the witnesses of the Management without showing as to why. Whether the management was responsible for that or it was his own lapse or inability to do that. If we look at the inquiry proceedings, we find that the claim made by the workman is not clear and justified. The manner the workman cross-examined the witnesses of the management shows that very searching questions were put to the witnesses which perhaps is an advocate of standing would have missed to put. Thus the claim of the workman that he could not properly cross examine the witnesses of the management is not true and justified. The workman might have been prompted to say so after knowing the result of the inquiry proceedings.

The workman further admitted that he had produced his defence witness and whenever he sought adjournment it was granted by the inquiry officer; and that he had signed on the inquiry proceedings on 22nd and 26th May, 1996. He further admitted that he was provided with the findings of the inquiry officer and was also served with a show cause notice, to which they have submitted the reply; and that he was also afforded the opportunity of personal hearing. He however immediately denied that he was given the opportunity of personal hearing. In the same breath he still admitted that he had filed the appeal and the Appellate Authority had given him the personal hearing who had modified the punishment awarded to him. Thus we find that from his own mouth the workman has shown that he was provided with all the facilities to defend himself in the inquiry proceedings, although the finding of the inquiry went against him. The allegation, now made by him, as noted above is that the Management had not conducted the inquiry properly; and that he was not provided with opportunity to produce the witnesses in his defence or that the Management had relied upon the statement of Shri R. K. Aggarwal, who was a co-accused with him in the same incident. In my opinion the grounds taken by the workman against the findings of the inquiry are after thought and without any merit. It is true that the inquiry was initiated against the workman, after the conclusions of the criminal trial initiated against him for his alleged misconduct. It has generally been seen that the delinquent official claim that civil proceedings should not be initiated against them till the criminal proceedings initiated are not concluded, for the reason, that in the civil proceedings their defence gets disclosed. I think the Management acted very fairly, if they did not initiate inquiry proceedings against the workman during the time the criminal trial against him was going on. Otherwise, under rules, they could have initiated the proceedings. The delay in initiating the inquiry, in my opinion, was for the benefit of the workman and not against his interest.

It is true that the inquiry officer refused to summon some witness as prayed for by the workman and I have

examined his order dated 7th March, 1987. Justification given by him was weighty enough as there was no reason for the workman to have summoned the inquiry officer who had chargesheeted Shri Aggarwal as there could not be any relevancy to the proceedings initiated against the workman and that initiated against Shri Aggarwal. Similarly there was no justification for the workman to have summoned the officer who served the suspension order on him as the question of placing the workman under suspension is not disputed by any of the parties. The Inquiry Officer, by same order issued clear direction to the Presenting Officer to provide the addressees of Shri C. L. Gupta, Shri V. P. Dhandha, Shri B. R. Sethia and Shri Harbhajan Singh, to the workman Shri Duggal as desired by him besides that of P. N. Punj. The Inquiry Officer further allowed Shri Duggal to appear as a witness as his statement was relevant to the inquiry. He rightly recorded that it was the duty of the workman to have produced his witnesses. He, however, cautioned the workman not to delay the procedure. From the order of the Inquiry Officer, it cannot be made out that he had not allowed the workman to produce his witnesses. The Inquiry Officer only desired that the workman should not delay the proceedings.

The workman himself contradicted his claim, when, in his statement, he admitted that he had been provided with the copy of the inquiry report and further stated that he had signed the inquiry proceedings, as were held on 22nd and 26th May, 1996. There is no merit in his claim that the management had not allowed him to produce handwriting expert as his witness. On record I do not find any evidence to the effect that the workman had ever made such a prayer. The workman though alleged that Shri Aggarwal was enemical but he failed to show anything, by any evidence or even by putting questions, in the cross examination, or by giving suggestions to Shri Aggarwal that both were not in good terms. To claim that the management had influenced Shri Aggarwal to state against the workman, is also without any basis as neither in the evidence nor till the final hearing in the case, the workman has been able to show that as a result of his having obliged the management, to state against the workman, that Shri Aggarwal was given such and such benefits by the Management. The workman has failed to show as to how he meets the charges which were mainly based upon the record of the management Bank and which record was allegedly prepared by him. The workman has referred to a number of authorities in support of his claim. I have gone through these authorities and do not dispute the findings, but in my opinion but the facts of the present case are different and the authorities do not fit in the facts of the present case.

After going through the record of the case, I am of the opinion that it was the case where the Inquiry Officer conducted himself in a fair and proper manner. The Workman was provided with full opportunity to defend himself and

the punishment awarded to him as modified by the Appellate Authority, was just and proper and was not disproportionate to the misconduct proved against him, during the inquiry. Therefore, the workman has no case. The reference made is answered in the terms that the order of the management PNB, Ludhiana, in dismissing the workman from service, which order was later on modified to termination of the services of the workman, with three months notice w.e.f. 14th July, 1988, was legal and justified, therefore, the workman is not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

मार्च दिल्ली, 26 फाल्गुनी, 2007

का.आ. 852.—ऑफिशियल विवाद अधिकार, 1947 (1947 का 14) की भारा 17 के अनुसरकरे, केन्द्रीय सरकार भारतीय साधनार्थ के प्रबंधनार्थ के सम्बद्ध नियोजिती और उचित आवधारणों के खिलाफ, अनुदंड में निर्दिष्ट ऑफिशियल विवाद में केन्द्रीय सरकार ऑफिशियल अधिकारण नं.-1, नई दिल्ली के पांचाट (सदर्म संख्या 90/1998) को प्रकल्पित करती है, जो केन्द्रीय सरकार की 26-2-2007 को प्राप्त हुआ था।

[सं. सल-22012/46/1997-आई.आर. (सी-II)]

अधिकारी कुमार गौर, डेस्क अधिकारी

New Delhi, the 26th February, 2007

S.O. 852.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 90/1998) of the Central Government Industrial Tribunal cum Labour Court No. 1, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 26-02-2007.

[No. L-22012/46/1997-IMC-II]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, NEW DELHI

I. D. No. 90/98

In the matter of dispute between :

Smt. Panti Devi wife of late Shri Nand Lal,

Through The General Secretary,

Delhi Labour Union,

Aggarwal Bhawan,

G.T. Road,

Tis Hazari,

Delhi-54

... Workmen

Versus

The Manager,
F.C.I.,
17, Prabhat Kiran Building,
Rajendra Place,
New Delhi-110008.

....Management

APPEARANCES :

None for the workman.

Shri Hans Raj Toondwal,
Manager Legal for Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-22012/46/97-IR(C-II) dated 18-3-1998 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of FCI in denying the employment to Smt. Panti Devi, the wife of late Shri Nand Lal is just and fair ? If not, to what relief the concerned dependent is entitled ?"

2. In response of the notice workman filed statement of claim and respondent management filed written statement which was followed by rejoinder. Thereafter the matter was posted for admission denial. After admission denial of documents the matter was posted for workman evidence for the first time on 15-4-2004 and the matter was thereafter adjourned on subsequent hearings for workman affidavit on 16-6-2004, 9-9-2004, 24-11-2004, 22-2-2005, 12-5-2005, 21-07-2005, 24-10-05, 12-1-2006, 4-4-2006, 14-6-2006, 24-8-2006, 22-11-2006 and today 14-02-2007 for cross-examination of the workman. The workman is also not appearing for the last 3-4 hearings since 14-6-2006 onward. Perusal of record thus shows that the workman has failed to make himself available for his cross-examination despite so many adjournments and he has not been appearing since 14-6-2006 as mentioned above. It appears that the workman is not interested in contesting his claim which raises presumption that the workman does not dispute correctness of the reference. Hence no dispute award is accordingly passed. File be consigned to record room.

Further it is ordered that the requisite number of copies of this award be forwarded to the Central Government for necessary action at their end.

SANT SINGH BAL, Presiding Officer

Dated : 14-2-2007.

नई दिल्ली, 26 फरवरी, 2007

का.आ. 853.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जोधपुर

के पंचाट (संदर्भ संख्या 2/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2007 को प्राप्त हुआ था।

[सं. एल-22012/135/2001-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 26th February, 2007

S.O. 853.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 2/2003) of the Industrial Tribunal, Jodhpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Food Corporation of India, and their workmen, which was received by the Central Government on 26-02-2007.

[No. L-22012/135/2001-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer:

अनुबन्ध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, जोधपुर

पीठासीन अधिकारी : श्री पुष्पेन्द्रसिंह हाड़ा, आर.एच.जे.एस.

औद्योगिक विवाद (केन्द्रीय) संख्या 2/2003

रामचन्द्र पुत्र श्री मोतीलाल तंवर मार्फत विधि सचिव, एफ.सी.आई. कर्मचारी एण्ड श्रमिक यूनियन, मिलगेट 516, सुभाष नगर, पाली । ...प्रार्थी

बनाम

जिला प्रबन्धक, भारतीय खाद्य निगम, पटवारी भवन, कच्छहरी रोड, अजमेर ।प्रार्थी

रेफरेन्स अन्तर्गत धारा 10 औ. वि. अधिनियम, 1947

उपस्थिति :

- (1) श्री भागीरथ चंदौरा, प्रतिनिधि प्रार्थी
- (2) श्री महेन्द्र त्रिवेदी, प्रतिनिधि अप्रार्थी

अवार्ड

दिनांक 29-11-2006

1. भारत सरकार ने अपनी अधिसूचना क्रमांक एल. 22012/135/2001 आई आर. (सी. II) दिनांक 7-6-2002 द्वारा निम्न विवाद अन्तर्गत धारा 10 औद्योगिक विवाद अधिनियम, 1947 के तहत इस न्यायालय को रेफर किया है :—

"Whether the action of the management of Food Corporation of India, Ajmer in not giving same and similar wages and other benefits at par with regular employees to Shri Ram Chandra S/o Shri Moti Lal Tanwar, casual worker is legal and justified ? If not, to what relief he is entitled to ? "

2. प्रार्थी द्वारा अपना मांग-मद इस आलोचका सेवा किया गया है कि प्रार्थी अप्रार्थी के अधीन प्रबन्ध वार 5-1-84 को चतुर्थ ब्रेणी के पद पर नियुक्त हुआ जिसे 1-6-86 को अप्रार्थी नियोजक द्वारा सेवा से पृथक कर दिया, जिसके संबंध में औद्योगिक विवाद उठाया गया, जो औद्योगिक विवाद सं। 2/87 के रूप में दर्ज हुआ तथा जिसका अधिनियम दिनांक 15-9-1992 को पारित किया गया था और यही की सेवा मुश्तिको अनुचित समान भवा के पुनः सेवा भवी नियोजन में सेवा में पुनर्व्यवस्थित करने व समेकित रूप से 7000 रुपये की सेवा पूर्व भवी के रूप में दिस्ता गई, अप्रार्थी द्वारा 7000 रुपये की सेवा से प्रार्थी भवी के दी गई लेकिन सेवा में पुनर्व्यवस्थित नहीं किया गया। प्रार्थी चतुर्थ ब्रेणी कर्मचारी वह व उसके समान ही अप्रार्थी के अधीन अन्य श्रमिक भी कार्य करते थे जिन्हें अप्रार्थी द्वारा निर्धारित वेतन शुद्धाला के अनुरूप वेतन एवं लाभ दिया जाता रहा, प्रार्थी व अन्य सहायक श्रमिकों के कार्य की प्रकृति एवं कार्य में कोई अन्तर नहीं है लेकिन दिये जाने वाले वेतन में भिन्नता है अतः प्रार्थी विधिक प्रावधारों एवं विधिक द्वारा प्रतिनिधित्वित सिद्धांत के अनुसार समान वेतन समान काम के रूप में निर्धारित एवं निरिचित लाभ एवं प्रतिलाभ प्राप्त करने का अधिकारी है। प्रार्थी को 15-9-1992 के अंकार्ड की घातना में 12-8-98 को सेवा में पुनर्व्यवस्थित कर दिया, प्रार्थी द्वारा सेवा समाप्त किये जाने की अवधितक तक का वेतन चतुर्थ ब्रेणी कर्मचारी के वेतन समान काम सम्बन्धी वेतन एवं अन्य परिलाभ प्राप्त करने, हेतु प्रकरण सहायक भ्रम आमुक्त (केन्द्रीय) के समक्ष प्रस्तुत किया जिसमें समझौता नहीं होने से यह प्रकरण इस न्यायालय को प्रेषित किया गया। अतः प्रार्थी को उसके द्वारा नियमित कर्मचारी के समान कार्य किये जाने की अवधितक वेतन समान काम समान वेतन के सिद्धांत अनुसार दिलाया जावे।

3. अप्रार्थी को ओर से अवाकाश में लहा गया कि प्रार्थी को 5-1-1984 को आकस्मिक कर्मचारी के रूप में दैनिक वेतन भोगी कर्मचारी के पद पर नहीं रखा गया वह निरन्तर सेवा में नहीं रहा, 1-6-86 के पश्चात् प्रार्थी स्वयं ही अपने कार्य पर नहीं आया उसने कभी भी लगातार 240 दिन कार्य नहीं किया, प्रार्थी को कभी भी सेवा से पृथक नहीं किया गया, प्रार्थी का कार्य चतुर्थ ब्रेणी कर्मचारी का नहीं रहा, प्रार्थी को अन्य श्रमिकों के समान वेतन देने का प्रश्न ही नहीं उठता, प्रार्थी के कार्य व अन्य श्रमिकों के कार्य की प्रकृति एवं कार्य में अन्तर नहीं है, प्रार्थी आवश्यकता अनुसार कार्य की उपलब्धता हीने पर जानकारी कर स्वयं उपस्थित होता रहा है जबकि अन्य श्रमिक नियमित रूप से लगातार कार्य करते रहे आ रहे हैं इसलिये वेतन में समानता होने का प्रश्न ही नहीं उठता, 15-9-1992 के अंकार्ड की अक्षरता: पालना कर दी गई है। प्रार्थी किसी प्रकार का लाभ व रोशि अप्रार्थी से भाग करने का अधिकारी नहीं है।

4. मांग-पत्र के समर्थन में प्रार्थी द्वारा स्वयं का शपथ-पत्र प्रस्तुत किया गया जिस पर अप्रार्थी प्रतिनिधि द्वारा जिरह की गई तथा अप्रार्थी को ओर से डी.सी. आरोटियों का शपथ-पत्र प्रस्तुत किया गया जिस पर प्रार्थी प्रतिनिधि द्वारा जिरह की गई।

5. दोनों पक्षों के प्रतिनिधिगण की बहस मुश्ती गई। पत्रावली का अवलोकन किया गया।

6. यह तथ्य विवादित नहीं है कि प्रार्थी को 5-1-1984 को अप्रार्थी द्वारा दैनिक वेतन भोगी कर्मचारी के रूप में नियोजित किया

गया, 1-6-1986 को उसे सेवा से पृथक किया जाकर इस अवधारणा के अन्तर्द्वारा दिनांक 15-9-1992 की घातना द्वारा दिनांक 12-8-1998 को पुनः कार्य पर लिया गया। प्रार्थी के अनुसार उसका कार्यभी अप्रार्थी के अधीन कार्यस्थल काम चतुर्थ ब्रेणी कर्मचारी के समान ही वह उसके एवं उसके साथ चतुर्थ ब्रेणी काम समान लियाँ जाएँ चतुर्थ ब्रेणी प्रकृति व कार्य में पोर्ट अन्तर नहीं है परन्तु ये दोनों में भिन्नता है वह: समान वेतन समान काम के विवरण के अनुसार वह भी उसका लाभ प्रतिस्थाप जाता करने का अधिकारी है।

7. इस संघर्ष में जारी होने वाली वार्ताएँ इन्हीं घटनाओं के द्वारा रोके हुए वह कहा है कि उसका कार्य चतुर्थ ब्रेणी कर्मचारी का वह अन्य नियमित श्रमिक भी संघर्षात् में जारी होने वाली वार्ताएँ इन्हीं घटनाका के अनुरूप वेतन व लाभ दिये जाते रहे हैं, नियमित श्रमिकों वह वे भौतिक कार्य साधारण वा लेकिन मुश्ति दिये गये वेतन में भिन्नता है, मुश्ति कार्य कम वेतन दिया गया। जिरह में इस गवाह ने यह कहा है कि वे आकस्मिक श्रमिक के पद पर वह भी, मैंने यह वह कार्य किया उसका भुगतान कर दिया गया, कोई गाहि जाकर नहीं है। चतुर्थ ब्रेणी के पद पर नियुक्ति का पत्र नहीं दिया, पी.एफ.ई.प्रस्तुत भी काम नहीं गया, मेरा नाम उपस्थिति रजिस्टर में नहीं वा अन्दर जाना वा तब इसका होता था, मुझ से कनिष्ठ किसी आकस्मिक श्रमिक को स्वार्थ आकस्मिक के बोर्डर वेतन दिया गया हो, उसका नाम नहीं लिया, वे अभी जल्दी पर काम करता हैं, जबकि मेरी है।

8. अप्रार्थी की ओर से जो साक्ष वी वह है उसको भी डी.सी. आरोटिया ने बताया है कि प्रार्थी को फैज़ुअल काम के लिए संगोष्ठी गया था, वह कभी-कभी काम पर आता था, प्रार्थी व अन्य श्रमिकों की कार्य की प्रकृति में अन्तर था, समानता नहीं थी, इसी प्रकार जारी वार्ता व नियुक्ति प्रक्रिया भी प्रार्थी व अन्य कर्मचारियों/की अखाड़ा-अखाड़ा थी।

9. प्रार्थी द्वारा ए.आई.आर. 1987 (एस.सी.) 2049 व ए.आई.आर. 1988 एस.सी. 517 के आधार पर यह तर्क सियाया गया है कि भले ही प्रार्थी को आकस्मिक श्रमिक के रूप में नियमित किया गया हो वह भी वह बस्तर वेतन पाने का अधिकारी है। इस संघर्ष में मानवीय उच्चतम न्यायालय द्वारा 2006 एस.एस.ओ. (1), एस.सी. 431 विसमें भी इसी प्रकार का विवाद होने के भोगी कर्मचारियों व नियमित चतुर्थ ब्रेणी कर्मचारियों के सम्बन्ध में था, मैं इस प्रकार निर्णय किया गया है :—

"The application of the principle of "equal pay for equal work" requires job consideration of various dimensions of a given job. The accuracy required and the dexterity that the job may entail may differ from job to job. It cannot be judged by the mere volume of work. There may be qualitative difference as regards reliability and responsibility. Functions may be the same but the responsibilities made a difference. Thus, normally the applicability of this principle must be left to be evaluated and determined by an expert body. These are not matters where a writ Court can lightly interfere."

10. मानवीय उच्चतम न्यायालय द्वारा 2006 (1) एस.एस.ओ. 431 में यह निर्णय किया गया है कि ऐसे प्रत्येक केस में न्यायालय को

अपने आपको यह आश्वस्त करना चाहिये कि एग्रीबूड कर्मचारी द्वारा यह भारेडिस्चार्ज कर दिया गया है कि कार्य व कन्डीशन बराबर है (पैरा 18)।

11. प्रार्थी द्वारा जो साक्ष्य प्रस्तुत की गई है उसमें अलावा इसके कि मेरे व मेरे साथ कार्य करने वाले नियमित श्रमिकों का काम व कार्य की प्रकृति समान थी, अन्य कोई विवरण कार्य के सम्बन्ध में प्रस्तुत नहीं किया गया है। प्रार्थी की ओर से इस तथ्य को अस्वीकार किया गया है कि दोनों का कार्य समान है बल्कि यह बताया गया है कि प्रार्थी को आवश्यकता होने पर दैनिक कार्य कराया जाता था इन परिस्थितियों में यह नहीं माना जा सकता कि प्रार्थी का कार्य व सेवा शर्तों के सम्बन्ध में आवश्यक तथ्य प्रस्तुत करने का जो भार उस पर था उसे डिस्चार्ज किया है।

12. माननीय उच्चतम न्यायालय द्वारा हरबंसलाल बनाम हिमाचल प्रदेश राज्य 1989 II एल.एल.जे. 466 में यह निर्णित किया है कि दैनिक वेतन भोगी श्रमिक न्यूनतम वेतन प्राप्त करने के अधिकारी हैं न कि उसी प्रकार के नियमित कर्मचारियों की पे-स्केल में न्यूनतम वेतन। माननीय उच्चतम न्यायालय द्वारा दैनिक वेतन भोगी कर्मचारियों के सम्बन्ध में इस प्रकार निर्णित किया गया है :

"The respondents, therefore, in the present appeals who are employed on daily wages cannot be treated as on a par with persons in regular service of the State of Haryana holding similar posts. Daily rated workers are not required to possess the qualification prescribed for regular workers, nor do they have to fulfil the requirement relating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as rigorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily-rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes for their wages. Nor can they claim the minimum of the regular pay scale of the regularly employed."

13. इस प्रकार प्रार्थी न ले यह सिद्ध कर पाया है कि उसका कार्य व सेवा शर्तें नियमित कर्मचारी के समान थी व जैसा माननीय उच्चतम न्यायालय द्वारा उक्त निर्णय में निर्णित किया गया है कि दैनिक वेतन कर्मचारियों की नियमित कर्मचारियों के समान वेतन "इक्वल पे इक्वल वर्क" सिद्धांत के आधार पर नहीं दिलाया जा सकता। अतः प्रार्थी इस आधार पर किसी अनुतोष का अधिकारी नहीं है।

14. उक्त विवेचन के अनुसार इस रेफरेन्स का उत्तर इस अवार्ड की टर्म्स में निम्न प्रकार दिया जाता है :

15. अप्रार्थी निगम द्वारा नियमित कर्मचारियों के बराबर वेतन व अन्य लाभ प्रार्थी को न दिया जाना उचित व वैध था। प्रार्थी किसी अनुतोष का अधिकारी नहीं है।

16. इस अवार्ड को प्रकाशनार्थ भारत सरकार को प्रेषित किया जावे।

पुष्पेन्द्र सिंह हाड़ा, न्यायाधीश

नई दिल्ली, 27 फरवरी, 2007

का.आ. 854.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हाई एफससोसिव फैक्ट्री के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2007 को प्राप्त हुआ था।

[सं. एल-14011/1/2004-आई आर (डी यू)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 27th February, 2007

S.O. 854.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of High Explosive Factory and their workmen, which was received by the Central Government on 27-02-2007.

[No. L-14011/1/2004-IR(DU)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE SHRI S. S. VYAVAHARE, INDUSTRIAL TRIBUNAL, PUNE

REFERENCE (IT) No. 46/2004

BETWEEN

The General Manager,
High Explosive Factory,
Khadki, Pune.

.... First Party

AND

Their Workmen

.... Second Party

In the matter of:

Reference regarding the action of the management in denying the payment of wages for extra hours of work beyond normal working hours in a week and beyond the normal working hours to Shri P. Subbarao and 10 others as per Annexure attached u/s. 59 of the Factories Act, 1948 is legal and justified? If not, to what relief the concerned workmen are entitled to and from which date?

APPEARANCES :

Smt. B. M. Kadam, Advocate for the First Party.

Smt. N. G. Gohad, Advocate for the Second Party.

AWARD

1. In exercise of the powers conferred by Clause (d) of sub-sec. 1 of sub-sec. 2(a) of Sec. 19 of the I.D. Act, the Desk Officer of the Central Govt. has referred the said dispute to the undersigned for adjudication. The dispute referred by the Central Govt. is as under :

"Whether the action of the management of High Explosive Factory, Khadki in denying the payment of wages for extra hours of work beyond normal working hours in a week and beyond the normal working hours to Sh. P. Subbarao and 10 others as per annexure attached U/s. 59 of the Factories Act, 1948 is legal and justified ? If not, to what relief the concerned workmen are entitled to and from which date ?"

2. After the receipt of the reference, notices were issued to First Party and Second Party. The Second Party has submitted his Statement of Claim at Exh. U-2; whereas First Party has resisted the same by filing its Written Statement at Exhibit C-5.

3. It is the contention of Second Party employee that, they are in the employment of the First Party as a permanent workmen having being appointed by the General Manager of the First Party. The factory of the First Party is situated at Kirkee, Dist.: Pune. It is the contention of the Second Party that, High Explosive Factory (H. E. Factory) comes under the Ministry of Defence for the protection of the said factory. The Ministry of Defence has made arrangement of Defence Security Corps Personnel (hereinafter called D.S.C. platoon). The D.S.C. Personnel are not civilian personnel but, they belong to paramilitary or military personnel. The said Defence Security Corps Personnel is a permanent sanctioned unit attached to H.E. factory. The General Manager of the H.E. factory is duty bound to provide all services like cook, sweeper, barber for D.S.C. Personnel. According to the Second Party employee, they being employees of the First Party, the General Manager of H.E. factory has diverted their services to D. S. C. Platoon. The Second Party employees are claiming their employment since pretty long time. It is their contention that, they are required to work for 9 hours in a day. It is further contention of the Second Party employee that, the workmen who are discharging the work similar to Second Party workmen in H.E. factory and who are required to work for 9 hours in a day are getting overtime as per Sec. 59 of the Factories Act. However, the Second Party employees who are given appointment by the General Manager of H.E. factory and who are the employees of H.E. factory, have been made exception and they are denied the benefit of overtime. Inspite of representation and negotiations, the First Party has refused to give overtime to the Second Party employees as per the Factories Act. Therefore, the Second Party employees referred the dispute before the Conciliation Officer. As the conciliation proceedings before

the Conciliation Officer ended in failure, by present reference the Second Party employees have claimed overtime wages as per Sec. 59 of the Factories Act and have also claimed interest at the rate of 18%.

4. The First Party has resisted the claim by filing its Written Statement at Exh. C-5 wherein, it is contended that, claim of the Second Party is false, frivolous and not based on true facts. The First Party has denied all adverse allegations made by the Second Party employees and have denied the claim made by the Second Party employees. While admitting the fact that, the appointments were issued to the Second Party employees by the General Manager of First Party, the First Party submits that, the Second Party workmen were appointed for D.S.C. platoon. Moreover, the very appointment of Second Party workmen is of non-industrial nature. The Second Party workmen who are well aware of this fact, are also aware that, the D.S.C. platoon attached to H.E. factory are not dealing in production activities but, D.S.C. platoon is not registered under Factories Act. The D.S.C. Personnel are not civilian and they are paramilitary and military personnel. According to the First Party, the D.S.C. Detachment platoon is a separate unit. It is also the contention of the First Party that, the Second Party workmen who are required to work at D.S.C. platoon only are reporting under Commanding Officer of D.S.C. platoon. It is further contention of the First Party that, the pay and allowances of the Second Party employees are similar to the Central Govt. employee. However, the payment of overtime is being made to Second Party employee as per Ministry of Personnel, Public Grievances & Pension (Dept). As personnel and training which is also known as D.O.P.T. Rules. Therefore, according to the First Party, as the Second Party employees are attached to D.S.C. Detachment which is totally a separate unit inasmuch not registered under Factory Act and as the Second Party employees are getting overtime wages as per D.O.P.T. Rules, there is no question to pay overtime to Second Party workmen as per Section 59 of the Factories Act. The First Party therefore, prays to reject the claim.

5. On the respective contentions of the parties, I have framed following issues at Exh. O-8, Issue No. 1 is recast. My findings are recorded against the same.

ISSUES

1. Whether S.P. is entitled to claim overtime wages as per Sec. 59 of the Factories Act ?No
2. Whether Second Party is entitled to get interest ?Does not survive
3. What order?As per final order

6. REASONS:

Before going through the evidence on record, it will not be out of place to go through some of the facts which

FINDINGS

are not seriously disputed. It is admitted position that, the Second Party No. 2 is an employee of H.E. factory; whereas the Second Party workman No. 11 is not claiming any relief. The learned Counsel for the Second Party has given her No Objection to delete the name of Shri. L. M. Reddy.

7. It is also admitted position that, the appointment orders of the Second Party workmen are given by the General Manager of H.E. factory. It is also admitted position that, the Second Party workmen are attached to D.S.C. detachment i.e. D.S.C. platoon. It is admitted position that, the Second Party workmen are permanent workmen and have been serving with First Party since pretty long time. The date of initial appointment of Second Party employees mentioned in Annexure "I" is not disputed.

8. ISSUE NOS. 1 AND 2 :

In view of above admitted facts, in order to show that, Second Party workmen are entitled to get overtime as per Sec. 59 of the Factories Act, the evidence of one S/Shri P. Subbarao, Ratanlal Pardeshi and Shivnath Kanojiya is recorded at Exh. UW-1, UW-2 and UW-3. On behalf of the First Party, the evidence of Shri Radhakrishnan Pillay and Shri Avinash Tarathwadkar is recorded at Exh. CW-1 and CW-2. The Second Party workmen examined by the Second Party are working as a Cook and Washerman respectively. Through their evidence they have mainly tried to bring on record that, the General Manager of H.E. factory have appointed them and though they are required to work in the hostel of D.S.C. Corps, they are required to work from 7.30 a.m. to 5.15 p.m. They have also stated that, other Second Party workmen who are also working at D.S.C. Platoon are required to work similar to their working hours but, they were not provided with the facility of over-time. They have also stated that, the person working in canteen of First Party as well as on the Inspection Bungalow are getting over-time, though they are doing similar type of work to the work of Second Party workmen. Even then, the over-time is denied to them and Second Party workmen.

9. As against this, Shri Radhakrishnan Pillay and Avinash Tarathwadkar have tried to bring on record that, the Second Party workmen are not industrial employee and they are appointed for D.S.C. platoon. It is also tried to bring on record that, the D.S.C. platoon deals in work of security guards, boundaries of the factory. These two witnesses have also stated on oath that the Second Party workmen are not dealing in production activities and D.S.C. Platoon which is a separate unit has its own separate rules for payment of overtime. They have also stated that, D.S.C. Personnel are not governed under Factories Act and they come under defence rules. These two witnesses have stated that, the Second Party workmen are getting overtime as per D.O.P.T. Letter dt. 18-4-91 issued by Ministry of Personnel Public Grievances & Pension (Dept. of Personnel Training), New Delhi and therefore, the Second Party workmen are not entitled to get over-time as per Sec. 59 of the Factories Act.

10. Now, from the respective evidence adduced on record, it is seen that, the First Party have admitted in the cross-examination that, they do not know which rules are applicable to them for over-time allowances. The First Party employees have stated on oath that, the Second Party employees are getting over-time as per D.O.P.T. Rules. A question has been put to witness—Avinash Tarathwadkar as to whether he is ready to produce D.O.P.T. Rules. However, no suggestion has been given to any of the witness of First Party that, the Second Party workmen are not entitled for getting over-time as per D.O.P.T. Rules. Exhibit C-13 is a xerox copy of letter issued by Jt. Director of Administration to Director General which speaks that, paras 3 and 4 of D.O.P.T. O.M. are not applicable to the factory establishment. Clause Nos. 1 and 2 of the said letter shows Class III and Class IV employees of Group 'D' i.e. Cook, Khansama, Chowkidar, Water Carrier, Mali, Barbar, Dhobi are paid over-time allowance as per D.O.P.T. O.M. dt. 29-3-1991. Though it is true that, the original D.O.P.T. Rules are not produced on record by the First Party, even then, from the cursory glance of Exhibit C-13, it is seen that, D.O.P.T. Rules are not applicable to the factory establishment.

11. During the course of arguments, the Learned Counsel for the Second Party workmen has strengthenly submitted and argued before me that, the Second Party employees are the employees of factory/establishment because they have been given appointment letter by the General Manager of H.E. factory. Moreover, their services are transferable from one H.E. factory to other H.E. factory throughout India. It is also submitted that, the Second Party workmen have been provided attendance card by the First Party. While taking me through the appointment order of the Second Party employee, it is submitted that, it is nowhere mentioned in the appointment orders that the Second Party workmen are required to work at D.S.C. Platoon and they are attached to D.S.C. Platoon and therefore, it is strengthenly submitted that, the Second Party workmen who are given appointment by the General Manager of H.E. factory, therefore, will have to be considered as an employee of factory/establishment and therefore, they are entitled to get over-time allowance as per Sec. 59 of the Factories Act.

12. After giving conscious thought to the submissions advanced by Smt. Gohad, Learned Counsel for the Second Party, it is seen that, though the appointments were given to Second Party workmen by the General Manager of H.E. factory, it is not disputed that, the Second Party workmen have been working at D.S.C. attachment since their date of appointment. It is nowhere brought on record by positive document that, the Second Party workmen are also required to work on their respective post in the H.E. factory. Though it has tried to bring on record that, D.S.C. Platoon is part and parcel of H.E. factory, these submissions of Smt. Gohad devoids any merit

because the appointment of D.S.C. Platoon is carried out from the Military Personnel much less by the Ministry of Defence. The D.S.C. Detachment Platoon being paramilitary and military personnel are only dealing in protection of the factory and the said D.S.C. Platoon itself does not deal in manufacturing activities. Though it is true that, the protection on the part of D.S.C. Platoon has a nexus with production of Ammunition, even then, the fact remains that, the protection work on the part of D.S.C. Platoon cannot be equated with production activities. One more thing which requires consideration that the D.S.C. Platoon is not registered under Factories Act because of not registering D.S.C. Platoon under Factories Act and as D.O.P.T. Rules are considered for payment of over-time, for D.S.C. Personnel, the claim made by the Second Party employees for over-time U/s. 59 of the Factories Act, cannot be considered even remotely. It is true that, workmen who are doing similar type of work that of Second Party who are attached to H.E. factory are getting over-time but, it must be borne in mind that, the very place where they are working is registered under Factories Act and therefore, the contribution on their part has been considered as direct or indirect attempt for the purpose of production activities. Therefore, to my mind, though the submissions advanced by Mrs. Gohar though appear to be interesting are definitely not convincing.

13. One more thing which is significant to note that, while claiming over-time and in order to show entitlement for getting over-time U/s. 59 of the Factories Act, though the Second Party workmen has stated that, they are entitled to get since their date of appointment, there is no iota of evidence in respect of details of over-time done by any of the Second Party workmen since his date of appointment. Therefore, even assuming for the sake of arguments that, the Second Party workmen are in the employment of the First Party for want of details in respect of over-time allowance, the claim of Second Party workmen for overtime under U/s. 59 of the Factories Act cannot be considered. Therefore, decide Issue No. 1 in negative and hold that, Issue No. 2 does not survive. Hence, order.

ORDER

- Reference is answered in negative.
 - Parties to bear their cost.

PINE

Dated : 2nd Feb, 2007

S. S. VYAVAHARE, Industrial Tribunal

नई दिल्ली, 27 फरवरी, 2007

कानून। ४५८।—औद्योगिक विवाद अधिनियम, १९४७ (1947 का १४) की धारा १७ के अनुसार में, केन्द्रीय सरकार सिक्युरिटी पैपर मिल, होशंगाबाद के प्रबंधनत्र के सम्बद्ध नियोजकों और उनके कमीकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

New Delhi, the 27th February, 2007

S.I.O. 855.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (34 of 1947), the Central Government hereby publishes the award (Ref. No. CGO/ LC/R/227/89) of the Central Government Industrial Tribunal cum Labour Court, Jatimpur as shown in the Annexure to the Industrial Dispute between the employers in relation to the management of Security Paper Mill, Hoshiangabad and their workmen, which was received by the Central Government on 27-02-2007.

[No. L-42011/33/1988-D-2(B)]

N. S. BORA, DECK OFFICER

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
JABALPUR**

Nat OGIV/CPR2023

Shri C. M. Singh, Presiding Officer

The General Secretary.

S.P.M. Employees' Union, 1912

Phase II: SPM Collected

Hochrangiges und **höchstpersönliches**

Versus

The General Manager, 1993-1994

Security Paper Mill,

Hoshangabad.

ED - *Education*

卷之三

Passed on this 7th day of February, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-4/2011/3378-L-2(1) dated 3-11-89 has referred the following dispute for adjudication by this tribunal:

"Whether the demand of the SPM Employees Union (INTUC), Hoshangabad for payment of wages to the daily rated employees at par with the regular employees by the management of Security Paper Mill, Hoshangabad is justified? If so, what relief the workmen are entitled?"

2. The workmen are the members of SPM Employees Union and the Union is representing their case in this reference. All the persons whose name, designation and

other details are given in Annexure-A to the statement of claim are working as mazdoors/casual labours or casual paper boys w.e.f. the date and other details as mentioned in Annexure-A. Even though all the workers are working since a very long period, they are shown as casual employees and their services have not been regularized. The workmen are working in various sections of the Mill and ever since their appointment, they have been paid only wages at the rate fixed by the Collector. No other facilities as are being given to the other regular employees of the Mill are being given to the workmen. All the workmen are doing the same identical work which is being performed by other regular employees of the Mill. But as far as giving benefits to the workmen are concerned, they are not getting any benefit apart from wages fixed by the Collector. Looking to the nature of duties which the workmen are performing, they are entitled to the same wages and all other benefits which are being paid to regular employees who are similarly situated like the workmen. The workmen have a fundamental right to receive the wages and other benefits as the work being discharged by them and regular employee are exactly similar and the action of the management of Security Paper Mill in giving different treatment to the workmen and regular employees amounts to discrimination and is violative of articles 14, 16 & 39 of the Constitution. Looking to the nature of duties performed by the workmen and the constitutional right accrued to them, they have right to receive the wages of an unskilled grade as they are performing the duties which are being performed by other unskilled workers. The right to receive wages of an unskilled grade is an existing right given to them by law and therefore the action of the management in not giving them the above wages is totally unjustified and contrary to well established principles of law. Amongst others the following benefits which are being given to a regular employee working in the Mill are not being extended to the workmen. The benefits to which regular employees are entitled are as under :—

- I. Payment of wages fixed, pay scale which is higher than the wages given to the workmen.
- II. Wages are paid on monthly rate basis, whereas in the case of the casual employees, it is made on a weekly basis.
- III. No leave facilities such as Casual Leave, Earned Leave, Sick Leave, Compensatory Leave etc. as are being paid to regular employees are not given to the workmen.
- IV. The workmen are also entitled to similar leave benefits as is being given a regular employee.
- V. Whenever a regular employee performs overtime, he is paid wages at double the rate for the extra work performed by him. However in the case of casual and other daily rated employee overtime wages is paid at a single rate.

The daily rated and casual employee are also entitled for overtime wages at the double the rate of wages. Whenever a daily rated employee is unable to perform some work even for a few hours because of reasons beyond his control, his wages are proportionately cut whereas in the case of regular employee, the same is treated as leave and no wages are cut. The daily rated employees are also entitled to leave benefit and for absence which are authorized and sanctioned by the management, there should not be any cut in wages as far as daily rated casual employees are concerned. When a daily rated employee takes a short leave or on leave for one day, he does not get any paid weekly day of rest. This discrimination is not justified. The workmen are performing the duties since long period, they are not getting any benefits of increment or contributory PF. The employees working on regular basis are extended to this benefit and every year they get increment and benefit of pay fixation. Apart from this benefit, HRA, City Compensatory Allowance, Night Shift Allowance and all other allowances are not being extended to the casual and daily rated employees. It is, therefore, prayed that the tribunal be pleased to hold that the action of the management of Security Paper Mill in not giving wages and other benefits to daily rated employees at par with regular employee is unjustified and all the daily rated employees working in Security Paper Mill, Hoshangabad are entitled to payment of wages and other allowances and benefits at par and equal to what is being paid to regular employee of the Security Paper Mill.

3. The management contested the reference and filed their WS. Their case in brief is as follows. That a similar subject matter of these workers at Sl. No. 1 to 58 given in Annexure-A. The present statement of claim is already pending for decision before this Honourable Court vide No. CGIT/LC(C) 157/88 seeking relief under Sec-33(C)(2) and that on the same subject the case under Sec-10 of the I.D. Act may not be proper. It is, therefore, prayed to the tribunal to tag this petition under Sec-33(C)(2) with the case as the order of this case would be automatically binding in the above referred case also. The principle of equal pay for equal work is not attracted in this case and it is not a fit case for the court to give its direction. The Security Paper Mills, Hoshangabad is an Industrial Unit directly owned by the Government of India, Ministry of Finance, Department of Economic Affairs, New Delhi. The Mill has started as a project in the year 1961 and was commissioned in the year 1967. The Mill produces security papers for printing currency and Bank Notes. The Mill has its organizational chart, Group-A, B, C & D and unclassified industrial workers. The workmen do not belong to these categories but are engaged as casual mazdoors/paper boys. Due to increased demand of currency and Bank Note Paper in the country, the Security Paper Mill was modernized and commissioned in 1983. The rated capacity of the pre-modernised Mill was 3,400 M. Ts per annum and the rated

capacity of the modernized Mill is 6000 M.T per annum. As a result of the modernization of the Mill a number of additional posts were expected and the workmen were engaged on casual basis in anticipation of regular vacancies. The casual employees were being paid at the rate fixed by the District Collector for such employees. The commissioning of the improved plant after modernization was completed in August 1983 and the job evaluation, re-categorisation, etc. of the modernized Mill was received from the Expert Committee viz. M/s. IBCON Pvt. Ltd. Bombay and in normal course necessary additional posts, revised grades and scales were expected after an agreement was reached between the union and the management on the report of the Expert Committee. But there was a lot of dispute by the Union regarding implementation of IBCON report, the matter went at different stages of conciliation and negotiation with the Government which took nearly 2 to 3 years. After prolonged negotiations the stalemate could be broken only in the month of December 1987 when an agreement was reached with the Union. The first thing that has emerged out of this agreement was that the IBCON report was not to be implemented, but a new body is to conduct the workstudy and accordingly National Productivity Council has been appointed on 1-6-1988 and the study was completed and the report was submitted and the same is under active consideration of the Government. As soon as report is implemented and the necessary additional posts are sanctioned, the eligible applicants would be regularized. However since filing this application, 45 casual workers listed has already been appointed on regular basis as posts become vacant due to reasons like retirement, death, resignation, termination etc. That whenever the vacant posts become available either due to implementation of National Productivity Council or otherwise the remaining applicants will be appointed on regular basis subject to fulfilling other conditions. Without prejudice to the above, the management also submits as follows :—

That there is qualitative difference between two sets of employees with regard to work hence principles of equal work for equal pay is not attracted. The casual workers listed in Annexure-A other than 45 persons already regularised are working in various sections of the Mill. They are being engaged on casual basis, they were initially being paid at the rates fixed by District Collector. However the policy regarding engagement of casual workers in Central Government Office has been reviewed by the Government keeping in view the judgement of the Supreme Court delivered on 17-1-86 in Writ Petition filed by Shri Surinder Singh and Others versus Union of India. The workmen listed in Annexure-A other than those 45 persons have been regularized are being paid as per item (iv) of Government of India, Ministry of Personnel, Public Grievance and Pensions, Department of Personnel and Training O. M. F. No. 49014/2/88-Estt. (C) dated 7-6-88 w.e.f.

1-1-89. As per the above O.M., the workmen listed in Annexure-A other than those 45 persons already regularized, are being given one paid weekly off after six days of continuous work. In addition, they are also being paid for National holidays if it falls on a working day. The above O.M. dated 7-6-88 clearly states under (a) "all eligible casual workers are adjusted against regular posts to the extent such regular posts are justified". It also further states at para (b) that "rest of the casual workers not so covered by (a) above and whose retention is considered absolutely necessary and is in accordance with the guidelines, are paid emoluments strictly in accordance with the guidelines." Under the circumstances explained above, it is desired that the workmen are entitled to receive any benefit claimed for in the application. The claim of the Union has no base for foundation and is, therefore, denied as the workers enlisted in Annexure-A other than those 45 persons already regularised are not getting leave, they can avail only 9 holidays, no Dearness Allowance, etc., and they are getting all facilities as are applicable to short casual employees. They are being paid at the rate of 1/30th of the pay of the minimum of the relevant pay scale plus Dearness Allowance for work of 8 hours a day, one paid weekly off after six days of continuous work; and in addition, they are being paid for National Holidays, if it falls on a working day. The management respectfully submit that the application of the Union is premature, frivolous, misconceived and deserves to be dismissed.

4. I have heard Shri A. K. Shekh, Advocate for the workmen/Union and Smt. Kiran Singh Chawdhary, Advocate for the management.

5. I have very carefully gone through the entire evidence on record. Shri Shobharan Patel, workmen/Union's witness No. 1 deposed that he has been appointed as mazdoor/casual labour with 70 other persons who have also been appointed in the similar capacity. That all of them have been doing the same identical work which are being performed by the other employees of the mill, nature of duties being performed by them are exactly similar to ones performed by the regular employees and there is no difference between work being performed by him and 70 other casual mazdoors and the regular employees. This witness further deposed that they have been doing the same work before and after the regularization. Management's witness No. 1 Shri N. Subodhan Pillai during his cross-examination admitted the date of appointment and post of the workers given in Annexure M/1 to the statement of claim. He deposed that these workers had been employed as casual labour and they all have been regularised now. That they all are in service this day. All of them were regularised during the period of 1987 to 1989. Though all the workmen have been regularised but still it is to be decided according to the terms of reference as to whether the demand of the Union for payment of wages to the daily rated employees at par with the regular employees.

by the management is justified and if so to what relief the workmen are entitled ? It is very clear from the evidence of cross-examination of management's witness Shri N. Sahadevan Pillai that the casual mazdoors and the regular mazdoors do the same nature of work. It is also clear from the evidence of the above named witness that earlier casual employees were being paid at the rate fixed by the District Collector for such employees and the regular employees have been paid the wages in the fixed pay scale, DA and other benefit of pay etc. It is also clear that the following benefits have been extended to the regular employees which were not available to the casual employees or workers, such as wages in the fixed pay scale, DA and other benefits of pay, casual leave, sick leave, EL etc. Overtime wages, increments, PF benefits, HRA, CCA, Night Shift allowance etc. It has been submitted by the learned counsel for the workmen/Union that two classes of persons doing the same work under the same employer with similar responsibility under similar working conditions, attract the doctrine of equal pay for equal work. It has also been contended on behalf of the workman/Union that notification dated 7-6-88 issued by Government of India, Ministry of Personnel, Public Grievances and Pension has been made applicable by the management and the employees under order of reference were paid pay scale of regular employees w.e.f. 1989 prior to their regularisation but the management has failed to pay the scale from the beginning. Against the above, the learned counsel for the management submitted that the principle of equal pay for equal work is not attracted in this case. That due to exigency of work, the workmen were engaged on casual basis in anticipation of regular vacancies and were being paid at the rate fixed by the District Collector for such employees. That according to report of National Productivity Council which was implemented w.e.f. 21-10-92 on the workmen who remained on roll of casual workers have already been appointed on regular basis as and when the post became vacant due to reasons like retirement, death during the period from Dec. 1987 to Aug. 1990. It is emphasized by the learned counsel for the management that the casual labours prior to regularisation were working in various sections of the management on casual basis were being initially paid at the rates fixed by the District Collector, however the policy regarding the engagement of the casual workers in the Central Government office have been reviewed by the Government keeping in view the judgement of the Supreme Court and the concerned workmen cannot claim regular pay scale prior to the period of their regularisation which has been done as per law. It has also been submitted by the learned counsel for the management that the legal right accrued to the concerned workmen only after regularisation which has been done as per law and the concerned workman prior to date of regularising their status were as they were temporary appointed on work charge basis and could not be treated at par with the regular employees who were appointed on the basis of recruitment rules.

6. The learned counsel for the workmen/Union in support of his contention that the workmen are entitled to get wages at par with the regular employees since the date of joining has placed reliance on the following law :—

- I. 1982-SC-879
- II. 1987-AIR SC-2049
- III. 1994-LAB-IC-741
- IV. 1991 AIR-SC-1173
- V. 1986-SC-584
- VI. 1988 (3) SCC-354

The facts and circumstances in the law cited above at Sl. No. I to IV and VI are different than the facts and circumstances of this reference and therefore I am of the view that the said rulings do not apply in this case.

7. The learned counsel for the management in support of her contention that prior to regularisation of the concerned workmen, they were appointed purely on casual basis and they were not appointed against any sanctioned posts therefore the concerned workmen cannot claim the regular pay scale prior to the period of regularisation at par with the regular employees. She placed reliance on the following law :—

- I. (2006) 6 Supreme Court Cases 21
- II. 2006(111)FLR-332
- III. 2006 (4) SC cases-1
- IV. 2007(112)FLR-345-SC

The law cited by the learned counsel for the management at Sl. No. 2 & 4 mentioned above mainly relates to the regularisation of the services of daily wagers and therefore are not of much help for deciding this reference. The law cited by the learned counsel for the management at Sl. No. 3 above 2006(4) SC-cases-1 in the case of Secretary, State of Karnataka and others versus Umadevi (3) and others pronounced by the full bench of the Hon'ble Supreme Court of India is most befitting, appropriately and suitably applicable to the facts and circumstances of this reference. Out of law cited by the learned counsel for workmen/Union at Sl No. 5 above and law cited by the learned counsel for the management at Sl. No. 1 & 3 above. The following has been held therein by the full bench of the Hon'ble Supreme Court of India :—

"In cases relating to service in the commercial taxes department, the High Court has directed that those engaged on daily wages, be paid wages equal to the salary and allowances that are being paid to the regular employees of their cadre in government service, with effect from the dates from which they were respectively appointed. The objection taken was to the direction for payment from the dates of

engagement. We find that the High Court had clearly gone wrong in directing that these employees be paid salary equal to the salary and allowances that are being paid to the regular employees of their cadre in government service, with effect from the dates from which they are respectively engaged or appointed. It was not open to the High Court to impose such an obligation on the State when the very question before the High Court in the case was whether those employees were entitled to have equal pay for equal work so called and were entitled to any other benefit. They had also been engaged in the teeth of directions not to do so. We are, therefore, of the view that, at best, the Division Bench of the High Court should have directed that wages equal to the salary that are being paid to regular employees be paid to these daily wage employees with effect from the date of its judgement. Hence, that part of the direction of the Division Bench is modified and it is directed that these daily wage earners be paid wages equal to the salary at the lowest grade of employees of their cadre in the commercial taxes department in government service, from the date of judgement of the Division Bench of the High Court. Since, they are only daily wage earners, there would be no question of other allowances being paid to them. In view of our conclusion, that courts are not expected to issue directions for making such persons permanent in service, we set aside that part of the direction of the High Court directing the Government to consider their cases for regularisation. We also notice that the High Court has not adverted to the aspect as to whether it was regularisation or it was giving permanency that was being directed by the High Court. In such a situation, the direction in that regard will stand deleted and the appeals filed by the State would stand allowed to that extent. If sanctioned posts are vacant (they are said to be vacant) the State will take immediate steps for filling those posts by a regular process of selection. But when regular recruitment is undertaken, the respondents in C.A. No. 3595-3612 and those in the Commercial Taxes Department similarly situated, will be allowed to compete, waiving the age restriction imposed for the recruitment and giving some weightage for their having been engaged for work in the Department for a significant period of time. That would be the extent of the exercise of power by this Court under Article-142 of the Constitution to do justice to them".

8. In the case at hand, it is admitted to the parties that all the workmen during the period 1987 to 1989 have been regularised, meaning thereby that all the workmen at present are getting the same wages and allowances and other benefits at par with the earlier regularised workers. Though all the workmen have been regularised still it is to

be decided as per the status of reference as to whether the demand of the Union for payment of wages to the daily rated employees at par with the regular employees by the management is justified and if so to what relief the workmen are entitled? According to law laid down by the full bench of Honourable Apex Court in 2006 (4) SC Cases-1, the daily wage earners shou'd be paid wages equal to the salary at the lower grade of the regular employees of their cadre in the service from the date of judgement and they are entitled to other allowances given to the regular employees. In this case, all the workmen have been regularised and thereby are getting wages at par with the earlier regularised workers. Had they not been regularised in that case too, the workmen would have been entitled to get equal to the salary at the lowest grade of the regular employees of their cadre in the service from the date of the judgement i.e. from the date of award passed in this reference. It is, therefore, concluded that the workmen are not entitled for the payment of wages at par with the regular employees since the date of their employment by the management of Security Paper Mill and consequently they are not entitled to any relief. The parties shall bear their own costs of this reference. The reference is answered accordingly.

9. Copy of the award by Minister of Labour, Government of India as per rules. said by you.

C. M. SINGH, Presiding Officer

C. M. SINGH, Presiding Officer
नियमित विधायक सभा की बैठक में इसका अधिकारी
तिथि: 27 अप्रैल 2007

का अ-४५६.—जीवोंगिक विवरण अधिनियम (1947) (1947 का 14) की आरा 17 के अनुसार में, जीवोंगिक विवरण जीवोंगिक सम्प्रदाय के प्रत्येक सम्बन्ध के लिए जीवोंगिक विवरण अभी उसके कानूनीतर्त्त की ओर अनुसार में विभिन्न जीवोंगिक विवरण में जीवोंगिक विवरण जीवोंगिक अधिनियम के प्रत्येक जीवोंगिक विवरण में जीवोंगिक विवरण (अ-४५६) को प्रकाशित करती है, जो केन्द्रीय सरकार जी 21-2-2007 की प्रकाश

प्रश्ना अंक १०८-१०९ १०८-१०९ विषय-विवरण विषय-विवरण

[सं. एस-१२०१२/२९७१९९८-४८६ आर (प्रा-११)]

New Delhi, the 27th February, 2007

S.O. 856.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. 67/2002, of the Centr. Govt. (Industrial) Tribunal, Nagpur-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Bank of Maharashtra and their workmen, received by the Central Government on 27-10-2007.

No L-12912/29/1956 IR (B-11)

RAJINDER KUMAR, Deck Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/67/2002

Date : 22-02-2007

Petitioner/Party No. 1

Shri A. B. Gaikwad, Daftri,
Bank of Maharashtra, Banosa Branch,
Tah. Daryapur, Amravati Dist.

Versus

Respondent/Party No. 2

Bank of Maharashtra,
The Chief Manager,
(Personnel Deptt.),
Central Office, "Lokmangal",
1501, Shivaji Nagar, Pune-411 005.

AWARD

[Dated : 22nd February, 2007]

1. The Central Government after satisfying the existence of disputes between Shri A. B. Gaikwad, Daftri, Bank of Maharashtra, Banosa Branch, Tah. Daryapur, Amravati Dist. Party No. 1 and Bank of Maharashtra, The Chief Manager, (Personnel Deptt.), Central Office, "Lokmangal", 1501, Shivaji Nagar, Pune-411 005 Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-12012/29/98/IR/(B-II), dt. 31-12-1998 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of bank of Maharashtra in not promoting Sh. A. B. Gaikwad w.e.f. 1993 is legal and justified ? If not, to what relief the said workman is entitled ?"

3. The Petitioner workman has challenged the list of promotions and according to him he is entitled for the promotions against reserved post for S.C. His case in short is that he was appointed w.e.f. 18-06-1981 and has an excellent service record. While in service he passed S.S.C. examination. He belongs to S.C. Community and was working continuously with the respondent bank in a capacity of Daftri.

4. The Respondent Bank formulated a scheme to promote the sub-staff to the clerical grade by issuing a Circular No. AXI/ST/BPS/CIR/5/1996 Dt. 19-02-1996 and started the promotion process to fill 101 vacancies. Out of these 101 vacancies 15 posts were reserved for S.C. candidates, 8 for S.T. candidates and 3 for Physically Handicapped persons and remaining 75 were to be filled from the general category. It declared the result of the promotional test under its circular No. AXI/ST/RP/CIR-65/96 Dt. 07-11-1996 in which the applicant was declared as

successful having obtained 75 marks out of 125. However, his name was kept at Sr. No. 10 in the waiting list. The reply of the bank to his representation to the Chairman of National Commission for S.C. S.T. is illegal and violative of the principles of natural justice. Its contentions that it has filled all the reserved posts of S.C. S.T. are contrary to the circulars of the bank. It has counted the successful candidates of S.C. S.T. Cadre alongwith the candidates of general cadre on the reserved post is contrary to the circular No. AXI/ST/BPS/CIR-5/96 dt. 19-02-1996. According to him as per list circulated on 07-11-1996 out of 15 reserved posts for S.C. only 10 posts have been filled and 5 posts are still vacant. Similarly out of 8 posts reserved for S.T. candidate only 2 posts are filled and 6 are still vacant. It is against the directives of Government of India that if the sufficient number S.C. S.T. candidates nor available on the basis of the general standard to fill all the vacancies reserved for them a candidate belonging to this communities should be selected to fill up the remaining vacancies reserved for them provided that they are not found unfit for the reserved post. In the above situation the vacancies cannot be filled on the basis of general standard. On the contrary a relaxed standard ought to have considered by the management. S.C. S.T. candidates who qualify on their own merits as a general candidate are also counted towards the vacancies reserved for respective category.

5. According to the petitioner the respondent bank willfully ignored the guidelines of Government of India and the cordial principles issued time to time in this respect. He submitted that out of 75 general vacancies 35 candidates belonging to S.C. Category has been selected on the basis of their merits as a general candidate. So their names should have excluded from the list of S.C. candidates. Excluding these 35 candidates 10 candidates have found their place in merit list and thus 5 seats from S.C. Besides this 3 candidates belonging to S.C. community have been placed on waiting list instead of selecting them against the 5 vacancies reserved for S.T. Candidates. All this has caused a gross injustice to the applicant depriving him of his legitimate right of promotion to the clerical post. He is entitled to the promotion of clerical cadre with retrospective effect from August 1993 the date of joining of last candidate in a clerical cadre and finally he has prayed to declare the list Dt. 07-01-1996 of the Party No. 1 is illegal and set aside it and direct the management bank to prepare a fresh merit list with the strict compliance of Government directives and promote him against 5 S.C. posts which are still vacant w.e.f. August 1993.

6. The management by filing the Written Statement resisted the claim of petitioner/workman. It is not disputed that there were 101 posts and the number of reservations as mentioned by the petitioner. It is also admitted that the petitioner is placed in waiting list at Sr. No. 10. According to it 45 candidates belonging to S.C. and 9 candidates belonging to the S.T. category were declared successful.

Hence the merit list was declared as per directives of the Ministry of Finance from Government of India. The S.C./S.T. candidates who qualify on their own merits as a general candidate are also counted towards the vacancies reserved for the respective communities. On the same basis if the number of S.C./S.T. candidates who qualified as per general standard is more than the vacancies reserved for them the excess will be appointed against unreserved post on the basis of their merits with the general candidate. Therefore, a bank declared a single merit list as the S.C./S.T. candidates were more than the vacancy declared under the reserved category. It has denied that the action of the bank in declaring the result Dt. 03-01-1997 is illegal and violative of principles of natural justice. 45 candidates from the S.C. category and 9 candidates from the S.T. category were filled and promoted from the list of successful candidate Dt. 07-11-1996. The circular referred in paragraph No. 7 in statement of the Ministry of Finance Department of Economic Affairs [Banking Division] is not applicable in present context. As the same deals with the situation in which the sufficient numbers of candidates from S.C./S.T. category are not avoidable. It has followed the directive of the Government of India, Ministry of Finance, Department of Economic Affairs [Banking Division] vide their Letter No. FNO/103/33/3/88/SCT [B] Dt. 07-06-1988 and thus according to it the action of the management is proper. It has prayed to dismiss the application of the petitioner.

7. Heard the counsel for the parties perused the record and the documents. It seems that the disputes are regarding the filling and calculating the reserved post. Undisputedly the management has formulated a scheme to promote sub-staff to the clerical grade under its circular Dt. 19-02-1996. Total 101 posts were to be filled by promotion. Out of which 15 posts were reserved for S.C. candidates, 8 for S.T. candidates and 75 from the general category. There were other reservations also, but the since the disputes are regarding the filling of reserved posts of S.C. candidates. It is not necessary to refer the number of reservations in other categories.

8. The bank declared the list of successful candidates according to the petitioner/workman out of 15 posts reserved for S.C. category only 10 posts are filled and 5 posts are still vacant. By way of example he has stated that out of 8 reserved posts from S.T. category only 2 posts are filled and 6 are still vacant. Since he is a successful candidate from S.C. category, it was necessary to promote him on any of the remaining 5 vacant reserved post. However, without promoting him he is kept on the waiting list at Serial No. 10. It is also contended that besides him there are some other persons also of the same category on waiting list. The S.C./S.T. candidates who qualified on their own merit with the general candidates are also counted towards the reserved vacancies. Out of general 75 vacancies, 35 candidates belonging to S.C. category have been selected on the basis of their merits with general

candidates. Therefore, their names should have been excluded while counting the promotions on reserved post. If they are excluded then only 10 persons from S.C. category are selected and 5 posts are still vacant. This act of the management according to the petitioner is against the circular Dt. 07-06-1988 as well as against the principles of natural justice. Had the policy been executed in a prospective manner he could have been included in a list of promoted persons while filling these 5 remaining posts. Thus he was entitled for promotion to the clerical staff w.e.f. 1993 alongwith other candidates. And accordingly he has prayed to promote him and direct the management to give all the promotional benefits w.e.f. 1993.

9. As against this according to the management they have filled the vacancies as per rules and directives of the bank, it is in accordance with the policy of the Government. It is contended that the result of the process was declared. The Petitioner/Workman was placed on waiting list at Sr. No. 10 in the said promotion process. Amongst the successful, 45 candidates, were belonging to S.C. category and 9 candidates belonging to S.T. category. Numbers of the candidates belonging to those particular categories was more than the vacancies declared and were to be filled by promotion. As per directives of the circular F. No. 102/33/3/88-SCI[8] Dt. 07-06-1988 successful S.C./S.T. candidates who on their own merit as per general candidates are to be counted towards the vacancies reserved for the respective categories. Similarly on the same basis if the number of S.C./S.T. candidates who qualify as per general standard is more than the vacancies reserved for them the excess will be appointed against the unreserved post on the basis of their merits. According to it, the contentions of the workman are incorrect. It has supported the action of management.

10. The management has filed the circular dt. 7-11-1996 under which the scheme was framed and also a circular of 1988. It appears that the submission of the management has a considerable force. It has declared the result by a single list of successful candidates and according to that list they have issued the promotions by giving 15 posts to S.C. candidates, 9 posts to the S.T. candidates and 75 posts to the general candidates. According to the petitioner the management should not have counted the persons who are declared successful from the S.C. category at par with the general candidates. They should have been treated on a general vacancy and besides these persons it ought to have filled 15 posts from the S.C. category. Here we are concern only with the S.C. category. The main question is whether the act of management in calculating the candidates selected alongwith general categories on reserved vacancies for S.C. category is legal and proper? The circular cited by the petitioner of the year 1988 does not impose any bar in treating the successful candidates alongwith the general candidates on the reserved post. It can be seen that 35 candidates from S.C. are promoted. Similarly it was

also obligatory on the management to promote the specified numbers of persons from the respective categories. It is not the case that more than 75 general candidates are selected. It reveals from the list 45 successful candidates belonging to S.C. Cadre were promoted. This act of the petitioner is in accordance with the rule of which the copy has been submitted by it on record. It is a chapter No. 3 new added para No. 13.2. It is clear enough indicating that in promotion by a selection in S.C. S.T. candidates selected on their own merits as per general standard will also be counted against their reserved quota. Further it shows that if the S.C. S.T. Candidate who qualifies as per general standard are more than the vacancies reserved for them the excess will be appointed against the unreserved post on the basis of their own merits vis-a-vis the general candidates. Similarly the act of calculating the candidates on a reserved post though they are selected alongwith the general candidates is in accordance with the circular Dt. 07-11-1996. Moreover, the circular of 07-06-1988 is applicable when number of successful candidates is less than the reserved post. Here undisputedly the number of successful candidates is more than the reserved post. It was a process of promotions and it is clear that more candidates than the reserved post for S.C. Category are filled. Naturally the quota of general candidates was also to be completed and it was obligatory to the bank to fill 75 posts from the general candidates. Therefore, the policy, which has been declared under Circular Dt. 07-11-1996 appears to be in accordance to the principles of natural justice. It consequently follows that the management has committed no wrong in calculating the successful S.C. Candidates alongwith a general candidates on the reserved post for S.C. categories. Thus the act of the management appears to be a legal and it cannot be treated as against the principles of natural justice.

11. The petitioner has cited one case of the Hon'ble Supreme Court reported in 1995[2] Supreme Court Cases 745. But the facts of these cases are totally different. In a cited case the directions regarding the appointment/promotions on the reserved posts are given. In the above case a particular percentage of post was kept reserved for the particular category and on the basis of it some posts as per roster were identified as the post reserved for particular category. Such as post numbers 7, 14, 21 and so on were reserved for the particular caste. In such circumstances the successful candidate alongwith the general candidates were not counted on the reserved posts. Similarly in the above case the disputes were regarding the instructions issued by the Punjab Government and they were in respect of Public Service Engineer, Class 1, PWD I.B. Rules. Here the circulars and policies are fixed by the Management itself in accordance with the policies of the Central Government. As per the circulars the management has acted and followed the directive of it. The circular Dt. 07-11-1996 is supporting to it. Moreover the act of the management is

not against the directives of circular Dt. 07-06-1988 because it is applicable only when there are insufficient candidates, from the reserved category. Here the position is that the more candidates were available than the reserved posts. On the contrary there is nothing to indicate as to how it is against the principles of natural justice as alleged by the petitioner. In the result in my view the action of the management of Bank of Maharashtra in counting successful S.C. Candidates alongwith the general candidates on reserved posts is correct and legal. It is neither against the principles of natural justice nor the directives of the circular. Similarly as the number of the successful candidates was more than the reserved posts and the petitioner as per his merit list since he has got a particular number of marks was kept at Serial No. 10 on the waiting list is also in accordance with both the circulars. Consequently his prayer that he should be promoted w.e.f. 1993 cannot be granted. And finally he is not at all entitled for the relief as claimed by him. Hence I am answering the reference in negative. It stands as dismissed.

Hence this award.

Dated : 22-02-2007 A. N. YADAV, Presiding Officer
नई दिल्ली, 27 फरवरी, 2007

का.आ. 857.——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 671/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/343/91-आई.आर. (बी-II)]
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2007

S.O. 857.——In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 671/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 27-02-2007.

[No. L-12012/343/91-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE
**CENTRAL GOVERNMENT INDUSTRIAL
 TRIBUNAL-CUM-LABOUR COURT-II,
 CHANDIGARH**

Shri Kuldeep Singh, Presiding Officer

Case No. I.D. No. 671/2005

Registered on 25-08-2005

Date of Decision 10-01-2007

Mukesh Pathak
 S/o. Shri Guru Dutt,
 C/o. Canara Bank,
 Court Road, Ludhiana

—Petitioner

Versus

The Management of Canara Bank,
 Circle Office, Sector-34-A,
 Through its DGM

—Respondent

APPEARANCE :

For the Workman : Shri Arun Ghai

For the Management : Shri Ashok Jagga

AWARD

The workman continues to be absent. Finding that the workman is not appearing since long it was directed that a notice be sent to him under Registered Cover. The same was sent under Postal Receipt No. 001 dated 27th Jan., 2006. It is recorded in the order of this Court dated 24th March, 2006 that the workman has not appeared despite the expiry of statutory period of 30 days nor the Registered Cover carrying the notice has been received back unserved during this period. It was in these circumstances that the case was reserved for orders on merits. The Management has submitted arguments in writing.

The Govt. of India vide their Order No. L-12012/343/91-IR (B-II) dated 13th March, 1992, referred the following matter for the adjudication of this Tribunal :

"Whether the action of the Management of Canara Bank in not giving promotion to Shri Mukesh Pathak, Sub-Staff is legal and justified ? If not, to what relief the workman is entitled and from what date ?"

The workmen appeared through representatives and the Management through their counsel. The Tribunal overruled the objection of the Management that Arun Ghai, the representative of the workman, cannot appear in this case.

The workman filed his statement of claim and the rejoinder. The management filed the Written Statement. The workman also filed the affidavit whereas the management filed the affidavit of Shri K.N. Sudhindra. They also placed on record the photocopies of the documents including the judgement of the Hon'ble Supreme Court

and that of the High Court of Punjab and Haryana. A photo copy of civil writ Petition No. 12395 of 2001 was also filed.

The claim of the workman is that he was appointed on a regular post by the Lakshmi Commercial Bank Ltd. On 26th Feb., 1982, which Bank was merged with the Canara Bank under the Govt. of India notification dated 23rd August, 1985 and both the Banks were A class scheduled commercial banks; that as per Clause 12 of amalgamation scheme an employees of erstwhile amalgamated Bank was to work under the terms and conditions which governed the service conditions of employee of the Management Bank but they never followed the terms and conditions of the amalgamation. They did not follow the provisions of Section 25-FF and 25-FFF of the Industrial Disputes Act, 1947, hereinafter to be referred to as Act. They did not give any notice of retrenchment to the employees of the amalgamative Bank nor they served notice of the fresh service conditions on the employees of the said Bank. The management in no case could put him in less favourable service conditions than what he was working at the time of amalgamation. The Management however, in violation of mandate of the law entered into an agreement with a puppet Union on 3rd Jan., 1985 and made the agreement effective retrospectively. As a result handsome service conditions governing the workman were withdrawn and the juniors to him got promotion. The agreement having been signed without any conciliation could not bind the workman. The further case of the workman is that he was matriculate at the time of his recruitment. He was entitled for promotion to the clerical staff from the date of his regular service. Moreover he being an experienced person knowing clerical work, besides being competent in handling the same was entitled to the clerical job, but the management did not give him the same. The workman is, therefore, entitled to the promotion to the clerical cadre retrospectively besides to the seniority from the date of his recruitment.

The management has opposed the claim of the workman stating that the claim of the workman is not maintainable. Giving the circumstances in which the erstwhile Lakshmi Commercial Bank was amalgamated with the Respondent Bank vide Central Government approval dated 24th August, 1985, it is stated by them that as a consequence of the said amalgamation the service of the employees of Lakshmi Commercial Bank were continued with the respondent Bank and they were deemed to have been appointed by the Respondent Bank on the same remuneration, terms and conditions in which they were working on 27th April, 1985. In terms of Clause 12 of the scheme of amalgamation the respondent Bank was to pay/grant, upto three years from the date of enforcement of the scheme, the rank and status of the respondent Bank subject to the qualification and the experience of the employee. Any dispute about the status and the

qualification or remuneration of any employee so taken on role by the respondent Bank was to be referred to the Reserve Bank of India whose decision was treated to be a final. Thus the employees of Lakshmi Commercial Bank could not claim the rank and status of the employees of Canara Bank only on the basis of rank of service in the said Bank. The Management Bank extended the benefit of service condition of their employees to the employees of the Lakshmi Commercial Bank w.e.f. 1st October, 1985 with due consultations with the Majority Union of the said Bank and the employees of the respondent Bank which resulted into a settlement. According to that agreement, one and a half years of service in the Lakshmi Commercial Bank was to be taken as one year of service in the management Bank. The scheme was got approval from the Reserve Bank of India. The respondent Bank took into consideration, the status of the two banks, the areas of their activities and other aspects in determining the status of employees of Lakshmi Commercial Bank. Thus the service weightage of employees of the two Banks could not be equated. That approach was approved by the Reserve Bank of India saying that the experience gained by the employees of Lakshmi Commercial Bank could not be equated with that of the employees of the Canara Bank. The opinion of the Reserve bank of India, in terms of Clause 12 of the scheme of amalgamation was to be accepted as final. Even otherwise, in terms of Section 45 Sub Clause 5 (i, ii) of the Banking Regulation the services of the employees of the Lakshmi Commercial Bank were to be continued on the terms and conditions they were working till the service conditions of the Canara Bank were to be extended to them. In view of that the workman was bound by the terms and conditions of service of the Canara Bank.

The further claim of the Management is that there is no merit in the claim of the workman that the management Bank has not followed the provisions of Section 25(FF) of the scheme adopted was in accordance with the provisions of Banking Regulation Act and in view of the scheme of amalgamation any grievance, the workman having could be referred only to the Reserve Bank of India and could not be agitated as an Industrial Dispute. The reference is, therefore, barred and cannot be considered. The Hon'ble Supreme Court in writ Petition No. 685 of 1985 and 1475 of 1984 held that the dispute if any arises out of the scheme of amalgamation was liable to be referred to Reserve Bank of India and the writ Court has jurisdiction. The Reserve Bank of India on a reference made by General Secretary Canara Bank Employees Congress also approved the scheme of amalgamation by which the ratio of 1.5 x 1 was approved by the management Bank. The workman is, therefore, not entitled to any relief. The reference is also bad for mis-joinder and non-joinder necessary parties.

On merit it is the claim of the Management that the contents of para 5, 7 are incorrect. Admitting the contents of para 1,2,3 and partially of para 4 they have submitted

that the management Bank has not violated the provisions of the Act, the amalgamation scheme, or Bi-partite Settlement approved by Central Govt. or provisions of the Banking Regulation Act. Moreover, if the workman has any grievance with the Bank he should approach Reserve Bank of India as per the scheme as is held by the Hon'ble Supreme Court. Further denying that the management had entered into an agreement with puppet unions it is stated by them that if it was so there should have been the voice raised against such a settlement. The settlement having been arrived at has become binding upon all the workman, especially as the said scheme has been approved by the Supreme Court and the Reserve Bank of India. Moreover, Section 25-FF of the Act could be applicable only where the transferor undertaking retrenched the services of the transferred employees. In the present case there was amalgamation of the Lakshmi Commercial Bank in terms of the Banking Regulation Act. Moreover, there never came any interruption in the services of the Bank, therefore, he is not entitled to any compensation. The provisions of Section 25-FFF could also be not applicable since the undertaking in which the workman was working was not closed rather amalgamated. Asserting that the settlement was arrived at by the management with the majority Union, therefore, the same became binding on all the employees. Moreover, the service conditions made applicable to the workman are not less favourable to him, therefore, the claim of the workman is not justified. His claim is also not worth consideration that he had handled superior work and so he was entitled to the same service conditions as were available to the employees of the Respondent Bank before amalgamation nor his claim falls within the provisions of Section 25-FF. The claim of the workman is not maintainable against those employees of the Management Bank who are not party in this reference and who will get effected in case of the workman is allowed. For this reason also the reference cannot be accepted.

The workman filed the rejoinder and rebutted the claim made by the Management in the Written Statement. According to him, the workman is challenging the agreement by which the Management had entered into with a puppet Union and to which agreement he was not a party. Moreover, after the amalgamation scheme was enforced the Reserve Bank of India lost the jurisdiction to examine any dispute so arisen thereafter. The jurisdiction got vested into the conciliation officer. Therefore, the points raised by the Management have no weight and the same be rejected.

The workman appeared as a witness and proved his affidavit Ext. W-1. In the cross-examination he admitted that he had continued working as Sub Staff till the amalgamation of his Bank to the Respondent Bank. He further admitted that there was no regulation in the Lakshmi Commercial Bank by which a matriculate directly could get promoted as Clerk though it was the policy of that

Bank. He further stated that there was no written order by which he was made to work as a Clerk. He further stated that his pay was protected by the Respondent; and that neither he nor his Union had referred the scheme of amalgamation to the Reserve Bank of India for interpretation.

The witness for the Management A.N. Sudhindre, by his statement, proved his affidavit M-1, memorandum of Settlement M-2 and notification M-3 and M-4. In cross-examination he stated that an agreement had been arrived at between the management and the majority union of Canara Bank on 3rd October, 1995. He denied the knowledge that an employee in Lakshmi Commercial Bank could get recommended for promotion on his passing the matriculation examination nor he has the knowledge that the workman is a matriculate. He further denied the knowledge that the workman was a member of the Union which had signed the agreement. He denied other suggestions made by the workman that the workman was entitled for promotion as per the rules of the Lakshmi Commercial Bank; and that the promotion has wrongly been denied by the workman.

The question which this Tribunal is required to adjudicate upon is whether the Management Bank was justified in not giving promotion to the workman. If the reply is in the negative to what relief the workman is entitled to. The admitted case of the parties is that the workman was the employee of Lakshmi Commercial Bank which was amalgamated with the Canara Bank as per the Notification of Government of India No. 17/12/85.B.O.111 (II) dated 23rd August, 1994 and as per the amalgamation scheme the Management of the Respondent Bank was to extend the same terms and conditions of service to the employees of Lakshmi Commercial Bank as extended to its own employees upto three years. It is also admitted that as per the amalgamation scheme any dispute between the employees of the amalgamated Bank and the Respondent Bank was to be referred to the Reserve Bank of India decision was to be taken as final. There is also no dispute that the Respondent Management had entered into an agreement with the employees Union of their Bank on 3rd October, 1985. According to that the weightage to the service rendered by the Employees of the Lakshmi Commercial Bank vis-a-vis the employees of the Canara Bank was to be given in the ratio of one and half years service equivalent to one year service in the Canara Bank and the seniority of the employees of the amalgamated Bank and amalgamating Bank was to be framed accordingly. The grievance of the workman is that he was not a member of the Union which had entered into an agreement with the management, therefore, he was not bound by such an agreement. However, he has failed to produce any evidence to show that the Union with which the management had entered into an agreement, was not a majority union representing majority of the employees of

the amalgamated Bank. In the absence of any evidence against it, the agreement entered into between the workmen and their employer, became binding on all the employees and the employer. The workman has also failed to show, rather, in his statement before this Court he admitted that the dispute which he has raised now, was not referred to the Reserve Bank of India by his Union as per the amalgamation scheme nor by him. Now he cannot raise that dispute before this Tribunal since the statue vested that power in the Reserve Bank of India and this Tribunal cannot substitute its opinion about the dispute so long it was not considered by the Reserve Bank of India. There is also no weight in the submission of the workman that after the scheme was enforced qua the disputes arisen out of the amalgamation scheme, the Reserve Bank of India was diverted with that jurisdiction. The workman has also admitted that there was no regulation in the Lakshmi Commercial Bank by which he could be promoted as a Clerk directly as he was a matriculate. He claimed that it was the policy of the Bank to promote the matriculates as Clerks, but he has failed to refer to any example or prove that this policy was followed by the Lakshmi Commercial Bank.

After going through all the evidences available on record I have come to the conclusions that the workman has failed to show that the action of the management was wrong and illegal in not promoting him as a Clerk. Therefore, he is not entitled to any relief. The award is passed against him holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 फरवरी, 2007

का.आ. 858.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधनत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/क्रम न्यायालय नं.-2, चंडीगढ़ के गोपाट (संदर्भ संख्या 867/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-02-2007 को प्राप्त हुआ था।

[स. एल-12012/493/91-आइ.आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2007

S.O. 868.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 867/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the

employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 27-02-2007.

[No. L-12012/453/91-IR(B-II)]
RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case No. I.D. No. 867/2005
Registered on 20-04-1992
Date of Decision 13-02-2007

V.K. Vaish,
Through the Workman Represented
By Central Bank of India Employees Union,
Haryana Regd. 129, Laikurti,
Ambala Cantt.
—Petitioner

Versus

Regional Manager,
Central Bank of India, Regional Office,
106, Metro Motors Bldg.
Ambala Cantt.-133001
—Respondent

APPEARANCE :

For the Workman : Mr. R. P. Rana
For the Management : Mr. N.K. Zakhmi,
Advocate

AWARD

The Govt. of India vide their Order No. L-12012/453/91-IR (B-II) dated nil referred the following matter for the adjudication of this Tribunal and it was registered on 20th April, 1992 :

“Whether the action of the Management of CBI is not allowing of promotion to Shri V.K. Vaish, Daftari, to the post of Clerk w.e.f. Sept., 1983, in relation to its Branch at Shahabad Markand is fair, just and legal ? If not, to what relief the workman concerned is entitled and from what date ?”

The notice of the reference was given to the parties who appeared through their representatives and later on through their Counsel. The workman filed his Claim Petition and supported the same with his affidavit. Management filed reply to the Claim Petition and supported the same with the affidavit of their witness Shri S. K. Madan. Both the workman and Shri S. K. Madan appeared as witness in the case. The Management also placed on record the

affidavit of their another witness, S.L. Doda, but he was not examined as a witness in the case.

The claim of the workman, as made out in the claim statement, is that he was appointed as Peon in the Management Bank on 11th Aug., 1970; that he appeared in a written test for promotion in the clerical cadre held on 20th Dec., 1980 and cleared the same but the management did not call him for an interview held on 31st May, 1983. Despite his representation he was not given the chance to appear in the interview. As a result he raised the Industrial Dispute and during the conciliation proceedings the Management claimed that the interview letter to the workman was not issued since he was away to Bombay and the Management did not have his address on which the communication would be sent. The fact was that the workman had left his address on form B, upon which the Management had sent him the Bank Draft; that the management asked him to give an undertaking and also issued reminder, but he did not sign the undertaking. The management raised the plea that the Departmental Inquiry was pending against the workman for his having done copying, during the Departmental Examination. Although the action of the Management was belated even then the workman gave his explanation and the Departmental Inquiry was held in which he was awarded the punishment of “Censure”. According to him since the Management failed to prove the allegation of use of unfair means against the workman, therefore, he was only given minor punishment of “Censure”. The workman was not awarded punishment of misconduct, therefore, he could not be denied the promotion in the clerical cadre as was given to Shri Radhey Shyam Sethia, who was also held guilty of the same misconduct. In the end the workman has prayed for declaring the denial of promotion to the workman as unfair, unjust and illegal and prayed for treating him to have been promoted w.e.f. Sept., 1983, with all monetary benefits, seniority and back wages alongwith costs.

The management has opposed the claim of the workman stating that the workman has not come with clean hands to the Court as he has concealed the material facts. According to them the workman had appeared in XIth All India Promotion Test for clerical cadre in the year 1981 in which he was found successful, but before he could be promoted it was found that the workman alongwith Radhey Shyam indulged in unfair means while answering the test. The workman alongwith Radhey Shyam raised the dispute before the conciliatory authority, where the workman besides Radhey Shyam was asked to submit an undertaking. Shri Radhey Shyam submitted an undertaking whereas the workman did not do so. As a result he could not appear before a special interview-cum-aptitude test held at Regional Office, Bhopal. The dispute was not referred for adjudication as it was held that mere qualifying the Written Test was not sufficient for promotion. That

the management initiated a departmental inquiry against the workman for his misconduct, in which he was held guilty and was awarded the punishment of "Censure". The workman raised the dispute before the conciliatory authority but withdrew it. According to them the reference made is bad, suffers from Lapses and also is not maintainable. Since the workman did not challenge the earlier order, therefore, that became final and now, on the same facts, it cannot challenge that. Even otherwise the workman was never interested in his promotion as he did not appear in the subsequent tests held and now he cannot take the benefits of his own lapses. The workman is otherwise not entitled to promotion for having failed to give undertaking or for having used unfair means in the Written Test.

The further claim of the Management is that the workman is not entitled to any relief since the Management had allowed the workman to take part in the special interview. The workman however did not comply with those directions, whereas Radhey Shyam did it. Thus there was no discrimination perpetuated on the workman, rather the workman deprived himself of the chance, by his own conduct. He also failed to prove his innocence in the inquiry. Describing the averments made in the Claim Petition as wrong it is stated by the Management that the basis of his promotion was not only written test and that Shri Radhey Shyam had appeared for an interview so he was promoted. The workman has, therefore, no right to claim and he is not entitled to no relief.

The dispute between the parties is within a narrow compass. Both the parties admit that the workman had appeared in a Written Test for promotion to the clerical cadre held in the year 1981 in which he was declared pass however he was found to have used unfair means in the Written Test for which an inquiry was held by the Management and he was held guilty for having used unfair means. He was given the punishment of "Censure". It is also admitted by both the parties that the workman had raised the dispute of directed both the workman and Shri Radhey Shyam, to submit undertaking so that the special interview could be held to assess their merit for promotion. The workman did not file the undertaking whereas Shri Radhey Shyam filed the same and he was promoted. It is also a proved fact that after the punishment of "Censure" was awarded to the workman, he raised the dispute before the conciliatory authority but later on withdrew the same. The workman later on complained that his plea was not allowed. The fact, however, remains that the punishment awarded to the workman became final.

Now the question arises whether the Management was justified in not allowing the promotion to the workman to the post of Clerk. The plea of the management is that since the workman did not tender the undertaking demanded, therefore, he was not allowed to appear in the

interview arranged for him at Bhopal. There is no reply with the workman about this assertion. He admitted that he was asked to tender a written undertaking which he had not submitted. In that situation then how could he claim the right to appear in the interview whereas his co-worker Radhey Shyam tendered the undertaking and was interviewed and promoted. The imposing of this condition of undertaking is not shown to be unreasonable to the claim of the workman for promotion especially when it is admitted case of the parties that the workman had indulged in unfair means in passing the written examination, for which he was punished. Then how could the Management allow him the promotion when the punishment was standing in his way and he was not prepared to give even undertaking. The workman has placed on record the draft of the undertaking Annexure-B so as to show that the same was illegal and unlawful. According to this letter the undertaking was to the fact that the workman accepts the decision of the committee as final and in that case he is found suitable for promotion he will not claim effect of that from back date nor shall raise fresh disputes regarding the promotion. In a situation where the workman was given concession dispute having been punished for unfair means, there was nothing bad for the Management to ask for such an undertaking as a commercial institution always would try to have peace in the establishment and including with their own staff. Moreover there could not be stoppage against the law and that undertaking could not be said to be void ab initio.

From the pleading of the parties it is clear that the promotion to the workman was not denied by the management, but it was not given to him because the workman did not comply with the directions of the competent authority. Therefore, he could not be considered for promotion. The action of the Management was, therefore, fair, just and legal. The workman is, therefore, not entitled to any relief. The award is passed against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 फरवरी 2007

का.आ. 859.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार और एप्टल इंश्योरेन्स के लि. के प्रबंधातात्रे के सम्बद्ध नियोजकों और उनके कमीकारों के लाल, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारप्रब्राम न्यायालय नं.-2, केन्द्रीय के प्रवाह (संदर्भ संख्या 607/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2007 को प्राप्त हुआ था।

[स.एल-17012/41/95-आई.आर. (बी-II)]

गणित कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2007

S.O. 859.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 607/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Oriental Insurance Company Limited and their workman, which was received by the Central Government on 27-02-2007.

[No. L-17012/41/95-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL-TRIBUNAL CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case No. I.D. No. 607/2005

Registered on 24-08-1998

Date of Decision 20-02-2007

Rajesh Kumar.
S/o Shri Pritam Chand,
R/o House No. 476/1, Sector 40-A,
Chandigarh.Petitioner

Versus

The Assistant General Manager,
Oriental Insurance Co. Ltd.
SCO No. 109-10-11, Sector-17-D,
Chandigarh.Respondent

APPEARANCE :

For the Workman : Mr. Raman Sharma
Advocate

For the Management: Mr. Ramesh Chopra
Advocate

AWARD

The Govt. of India vide their order No. L-17012/41/95-IR (B-II) dated 4th March, 1997, referred the following dispute for the adjudication of this Tribunal :

“Whether the action of the Management of OICL, Sector-17, Chandigarh in terminating the services of Shri Rajesh Kumar S/o Shri Pritam Chand, a part time (Water Carrier) w.e.f. 30th Sep., 1991 is legal and justified? If not, to what relief the said workman is entitled ?”

The reference was received and registered on 17th March, 1997 and after the bifurcation of court work, the reference was received in this Tribunal on 24th August, 2005. In reply to the notice issued the parties appeared

through their Counsel. The workman filed his Claim Petition to which the Management filed the Written Statement. The management also filed the affidavit of Shri D.R. Salaria in support of their Written Statement besides that of H.M.S. Bedi, the Administrative Officer Raj Kumar, A.K. Dass and Mrs. Savita Khanna, Deputy Manager. The workman filed his own affidavit.

The case was being listed for further proceedings when the management made an application for amending their Written Statement duly supported by the affidavit of their Regional Manager. After taking objections from the workman, the matter was considered and the management was allowed to file amended written petition. They also placed on record photo copy of administrative instructions and other documents including the vouchers marked as Ex-M3 to 11. It is on record that the workman did not file the rejoinder nor produced any documents after the filing of amended Written Statement by the Management.

The claim of the workman is that he had joined the service with the Management as Class-IV from 1st Oct., 1990 and served them till 30th Sep., 1991 when his services were terminated by the Management illegally and without following the provisions of Industrial Disputes Act, 1947, hereinafter to be referred as Act. The workman was called as a Water Carrier, however, he used to attend to other works desired by the Management; that no notice was issued to the workman before the termination of his services nor he was paid wages in lieu of the notice period. The Management retained the juniors of the workman in service whereas they terminated his services in violation of Section 25-G of the Act. They appointed fresh hands as Class-IV employees on the post the workman was working without offering the workman the appointment and so they also violated the provisions of Section 25-H of the Act. It is further claimed that the workman raised the demand notice, but there was no conciliation. As a result of that, a failure of conciliation report was submitted to the Government which has resulted into the present reference. The workman in the end has prayed for an award in his favour directing the Management to reinstate him in service and also give him the benefit of continuity of service and back wages.

The Management has opposed the claim of the workman by their averments. As per their Written Statement amended upto date, the workman is not entitled to any relief since he had served the Management only for 169 days from Nov., 1990 to Sept., 1991. Moreover he was working for the management for two hours a day on contract. He was only a water carrier and the job was for a limited period. He was also not engaged by following the rules therefore, the question of regularizing him in service did not arise. Taking the plea of laches it is stated by the management that the workman has raised the dispute after a long delay, therefore, he is not entitled to any relief.

Moreover, the workman did not serve the Management for 240 days preceding the date of his working; therefore, no relief can be given to him. He is also not entitled to any relief since he did not fulfil the criteria required for the appointment of Salt Staff. The workman was engaged for carrying two/three buckets of water for which he was engaged on contract at the rate of Rs. 250 per month and he has to do that job before the working hours.

On merit it is claimed by the Management that the workman had worked for the Management intermittently and he was a daily wager. He did not work on Saturdays and Sundays and was paid for the days he served. There was no permanent post of the water carrier, therefore, he is not entitled to reinstatement. Denying that the Management had terminated the services of the workman on 30th Sep., 1991, it is stated by them that the workman himself had not turned up after that date, at his own and during his engagement he had performed the duties from 1st October, 1990 to Nov., 1990, with a long break of 60 days, from 10th May, 1991 to 9th July, 1991. He worked for 21 days in the month of Sep., 1991 and in total he served for 169 days with interrupted gaps and so he did not perform the duties for 240 days in any calendar year. According to them the claim of the violation of the provisions of Section 2A, 25F, G and H of the Act is baseless. It is stated by them that the workman neither performed duties for the required period of 240 days in the calendar year nor fulfilled the educational qualifications for the post. Therefore, his claim for reinstatement is not maintainable. The Management had not terminated the services of the workman, therefore, there was no question of giving him the notice nor the Management had terminated his services. They have also denied that any junior of the workman was retained in service or any fresh hands were recruited as is claimed. The Management did not violate the provisions of Section 25-F, G and H. Admitting that the conciliation proceedings were held by the ALC, Chandigarh and the Management had taken the same plea before him. According to them the workman has remained employed somewhere else, therefore, he is not entitled to any relief.

The workman by his statement before this Tribunal proved his affidavit W-1 and admitted that his name was not sponsored by the Employment Exchange nor he was issued any appointment letter. He further admitted that he was engaged as a Water Carrier but claimed that he was also made to do other jobs. He denied that his engagement was only for two hours a day rather he used to serve the Management from 9 am to 6 pm daily, but his attendance was not recorded; that his working was supervised by the Bank Manager Mr. Bedi. Admitting that he was paid by vouchers on monthly basis he stated that he was also enjoying the holidays; that he had served the Management continuously; that on 30th Sep., 1991, he was not admitted for duty and was given the assurance that he will be taken

back in service later on. He denied that he had not reported for duty on 1st October, 1991. He denied the knowledge as to who was engaged after his termination. Admitting his signatures on vouchers M-1 and Marked as A & B; he denied that he was working on contract basis. He admitted that no deduction towards PF was made from his wages nor he was issued any salary sheet. He claimed that initially he was being paid wages at the rate of Rs. 250 but in the end he was getting Rs. 300 per month as wages. He further admitted that he has no proof to show that he was also delivering the letters of the Management.

The Management examined Shri. Raj Kumar and Mrs. Savita Khanna as their witnesses. Shri. Raj Kumar admitted the contents of his affidavit M-15 and stated that he had never seen the workman doing duty for the Management. He further stated that there used to be nine persons working in the Branch during his posting. Mrs. Savita Khanna, by her statement proved her affidavit M-1 and documents M-2 to M-14. She further stated that during the year 1990 to Sep., 1991 she was posted in the Divisional Office at Chandigarh whereas the workman was posted in the Branch 2 in the same premises. He denied the knowledge that the workman was required to work only for two hours a day but stated that the order of appointment was given to the workman. She further stated that the job of the workman was to carry two buckets of water, before the office hours, and he was being paid on daily wages excluding Sundays and Bank Holidays. She admitted that Mr. N.M.S. Bedi was the Branch Manager. She further stated that for convenience sake the workman was paid at the end of the month; that there is no record to show that the workman was paid Rs. 250 via voucher No. 00369 dated 1st Nov., 1990, as wages, for October, 1990; that she has also no record to show that the workman was engaged holding for carrying two buckets of water. She also cannot say without record whether any notice was given to the workman, after he stopped coming for the work. Admitting that by M-14 the workman was paid Rs. 250 per month and for ten days he was paid Rs. 83; and that she cannot say whether the workman was paid on daily or monthly basis.

The claim of the workman is that he had joined the service with the Management on Class-IV post on 1st October, 1990 and served them upto 30th Sep., 1991. His claim is that the Management had terminated his services thereafter in violation of provisions of the Act. In support of his claim he has tendered his affidavit and has also appeared as a witness. He has however, failed to produce any other evidence to support his claim. On the other hand, the claim of the Management is that the workman had worked for the Management from Nov., 1990 to Sep., 1991 and in all for 169 days. It is further their claim that the workman was to serve the Management for two hours a day and thereafter he was not supposed to remain in the office. According to them the workman was engaged on contractual basis so as to carry water for the Management.

He was not engaged against a permanent post nor the nature of his engagement was regular. According to them the workman was paid Rs. 250 per month so as to carry 2-3 buckets of water from ground floor to the second floor.

The workman in his statement admitted that he was not sponsored for engagement by the Employment Exchange nor he was given any appointment letter. He further admitted that he was engaged to carrying the water. However, he further claimed that he used to be asked to do other works and, therefore, he worked for the Management from 9 a.m. to 6 p.m. He claimed that Mr. Bedi was the Manager who used to supervise his work. He further admitted that he was paid through vouchers on monthly basis.

As stated earlier the workman has not produced any evidence to show he was made to do other work than the carrying of the water of that his working was supervised by Shri Bedi who was the Manager of the Bank. Shri Bedi has not been examined by the workman. On the other hand the Management has placed on record the affidavit of Mr. H.M.S. Bedi, the Administrative Officer, who claimed that he had served as Branch Manager, Branch Office-IIInd, Chandigarh from 28th March, 1988 to 18th Dec., 1994 and during his period Rajesh Kumar S/o Pritam Chand admitted by the workman was engaged for less than 2 hours for carrying water from ground floor to second floor and he used to be engaged only for five days a week; and that he was never engaged for the whole day. On record I find documents M-1, M-4 to M-14 which are disbursement vouchers from Nov., 1990 to Sep., 1991 with breaks. According to these vouchers the workman was paid charges for carrying water from ground floor to the second floor. He was paid @ 250 during the months of Nov., and Dec., 1990, Jan. to April 1991. He was paid Rs. 220 in July, Rs. 83 for the period from 1st May to 10th May, Rs 40 as balance, Rs. 260 for August, 1991 and Rs. 300 for Sep., 1991. The workman has not produced any evidence to rebut this claim. From these documents it is clear that the workman was engaged for carrying water for the Management from ground floor to second floor and that he was not performing his duties regularly; and that he was paid different amounts of wages and apparently for the job he performed during the period. The workman, therefore, has utterly failed to show that he was engaged against the post of Class-IV and that too on 1st October, 1990. From the wording of the vouchers produced, it further becomes clear that the engagement of the workman was contractual and for a specified work. If the workman had worked for whole of the day, what was the difficulty for him to have examined any of the official of the Management, who were posted in that Branch, during that period or any other person he dealt during his so called engagement.

It is also disputed by the Management the workman had been disengaged by the Management. The

Management in para 3 of the Written Statement has claimed that the Management had not terminated his services rather he had not reported for work after 30th Sep., 1991. Against this neither the workman filed any rejoinder nor produced any evidence. The workman has further failed to prove that the Management had retained his juniors while terminated his services. In his statement, before this Tribunal, the workman admitted that he cannot give the name of the persons who were employed after the termination of his services.

The workman has claimed that if the Sunday and paid holidays are included, he is shown to have served the management for 240 days. He has relied upon the judgement of Hon'ble Supreme Court passed in Civil Appeal No. 300 (NL) of 1982 decided on 28th August, 1985 and reported as AIR 1986 SC 458. In my opinion since the basic question of engagement of the workman is shown to have been contractual, this authority cannot help the workman as his engagement was not regular against the sanctioned post. The other authority reported as AIR 2005 Supreme Court 3966 is also not helpful to him for the reason that the workman has failed to prove that the Management had retrenched him from services. As against to, it has been proved that the workman was engaged on contract for a specific period and for specific work of carrying water from ground floor to second floor. There is no evidence to show that the workman had worked for the whole day.

In view of the discussion made above I am of the opinion that the workman has failed to show that the Management had terminated his services w.e.f. 30th Sep., 1991. There is no evidence to show that the relationship of the parties was that of an employer and the employee. Rather it shows that the relationship of parties was contractual which ended when the workman is shown to have stopped working for the Management. The workman is, therefore, not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 फरवरी, 2007

का.आ. 860.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिंध बैंक के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 670/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/150/97-आई.आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2007.

S.O. 860.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 670/2005] of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 27-02-2007.

[No. L-12012/150/1997-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldeep Singh, Presiding Officer

Case LD. No. 670/2005

Registered on 25-08-2005

Date of Decision 18-12-2006

Balbir Chand
S/o Shri Mangat Ram,
VPO Garcha Tehsil and District
NawanshaharPetitioner

Versus

Punjab and Sind Bank Head Office,
21, Rajendra Place, New Delhi,
Through its Chairman/
Principal Attorney.Respondent

APPEARANCE:

For the Workman : Shri V.K. Chopra AR

For the Management : Mr. J.S. Sathi Advocate

AWARD

The following reference was received from the Govt. of India vide their order No. L-12012/150/97-IR(B-II) dated 13th Jan., 1998:

"Whether the action of the management of Punjab and Sind Bank in terminating the services of Shri Balbir Chand w.e.f. 8-7-1994 is legal and justified? If not, to what relief the concerned workman is entitled and from what date?"

The notice of the reference was given to the parties who appeared through their Counsel. The workman filed his Claim Petition, the management their reply. The workman filed his affidavit and also placed on record photocopies of a number of documents including his identity card and the copy of Bank Pass Book. The Management filed the affidavit of Shri Balkar Singh, their witness. They

also placed on record the photocopies of some documents. On their request they were allowed to file an affidavit of their another witness Harcharan Singh. That witness appeared as a witness whereas the management produced Shri Harcharan Singh as their witness whose statement was recorded on two occasions.

The claim of the workman is that he was employed by the management on 4th October, 1993 as a Security Guard and he worked for them upto 7th July, 1994, in their Branches at Village Kaman Garcha and Banga Tehsil Nawanshahar. He was provided with a gun by the Management bearing No. 36671/49, that his services were terminated by the management without any notice or termination order, that at the time of his termination he was drawing Rs. 1200 per month as salary. That since the workman had served the Management for more than 240 days, 12 months preceding the date of termination of his services, therefore, his retrenchment was bad in law as the management had neither issued him the notice nor paid him the retrenchment compensation. At the time of his disengagement, he was informed that his case is being considered and he will be informed about the result. That since his father was unwell, therefore, he could not raise the demand in time; that he is unemployed since the day of termination of his services; that the Management has made fresh appointments at his place. They have also retained his junior in service. That the work is available with the Management; that the workman was never engaged through Police; that even the record prepared by the management under Punjab Shops and Commercial Establishment Rules, 1958, contains his name. Besides the payment was made to him by cheques in his salary account No. 2000/79, maintained at the Management Branch. The workman in the end has prayed for quashing his retrenchment from in service with full back wages, continuity from service and for all consequential benefits.

The Management has opposed the claim of the workman stating that the claim of the workman is wrong and incorrect. The workman was never engaged by the Bank. The true facts according to them are that due to disturbed law and order conditions in the State of Punjab Special Police Officers were deployed in the Banks, as per the guidelines of the District Authorities. Shri Balbir Chand was deputed through the Police Department and he served as SPO in the Garcha Branch from 7th Sep., 1992 to 5th July, 1994. As per the guidelines, an honorarium of Rs. 43 per day was paid to the SHO/Raham which was disbursed to Shri Balbir Chand, by the concerned Police Authority. His claim that he was paid Rs. 1200 as salary per month is wrong. He was not appointed by the Bank nor he held any post in the Bank; therefore, he did not acquire the status of employee of the bank so as to be entitled to the protection under ID Act, 1947, hereinafter to be referred as Act; that there is delay in making the claim by the workman and for that also the claim should be rejected.

Contesting the claim of the workman that he is unemployed it is stated by the management that the workman got employed in a spinning mill at Mattewal, District Ludhiana in August, 1994. Moreover nobody can survive without livelihood in these hard days. Thus the claim of the workman is incorrect. Taking the support of judgement of the Hon'ble High Court of Punjab and Haryana passed in LPA No. 2092 of 1992 it is stated by them that the SPOs were not the employees of the Bank nor they were entitled to other concessions available to the Bank employees. The workman having been engaged through the Police, in a difficult law and order situation, is not entitled to any claim against the Bank nor he has any legal right to enforce the same, therefore, his claim may be rejected.

The workman appeared as a witness in the case and by his statement he proved his affidavit and the documents, Exhibited as W-2 to W-14, when cross-examined he admitted that he was not given any appointment or termination letter by the Bank. However, he claimed that he was appointed by the Bank. He further denied that the terms and conditions or engagement were told to him by the Police. He admitted that he had worked in spinning mill at Ludhiana and that he is drawing Rs. 1700 per month as pension. The management examined Shri Harcharan Singh Manager as their witness who proved his affidavit M-1 and documents M/A to M/F. In cross-examination he stated that since the workman was not their employee, therefore, the Bank does not possess the service record of the workman. He admitted that the workman had attended the work from Feb., 1992 to June, 1992 in Banda Branch of the management and from 15th Feb., 1993 to 7th July, 1994 in Gacha Branch as SPO. He denied that the Management has with them the attendance register of Gacha Branch. He showed his inability to verify that Gun No. 3775/A/9 was issued by the management Bank. He further stated that in the attendance register, brought by him, the attendance of SPOs, temporary and Casual employees used to be recorded. He admitted that no compensation was paid to the workman nor he was issued any notice since the workman had come to the Bank through the Police, therefore, there was no question of paying him the compensation. The Bank used to pay honorarium to the SHO concerned and not to the SPOs direct. He admitted that the Bank used to monitor the duty hours of the workman and he worked under the control of the management, but denied that the services of the workman were terminated by the management, since he was not the employee of the Bank.

I have considered the pleadings of the parties and have also gone through the record.

The present case is a case where the management has totally denied the relationship of employee and employer between the parties. They admitted that the workman had served them, as per their witness from Feb.,

1992 to June, 1992 in the Banda Branch and from 15th Feb., 1993 to 7th July, 1994 in the Gacha Branch of the Bank as SPO. It is claimed by them that in view of the difficult law and order situation in the State of Punjab the district authorities had provided additional security to the Banks and in furtherance of that direction, the workman was posted at SPO in the Management Bank, to work as a Guard. According to them the workman was neither appointed by them nor they ever paid him the wages directly. However, as per the directions, an honorarium was paid to the SPO, posted but through SHO Rayon. In support of their claim they have placed on record a number of documents such as photocopies of the vouchers pertaining to the period Feb., March, April, June, July, October 1992. The workman has also placed on record similar vouchers which have been exhibited as W-13 and W-14. There is also on record certificates, W-3, W-4, W-5 relied upon by the workman. He has also produced W-12 which is a certificate claimed to be issued by the Manager, Banga Branch, of the Management which reads that the workman Balbir Chand had worked in the Banga Branch as a Security Guard from 1st Feb., 1992 to 2nd Jan., 1993; and that he had performed his services very honestly and diligently. These documents support the claim of the Management that Shri Balbir Chand, the workman, had served them in the capacity of SPO, so as to provide additional security to the Bank. The vouchers produced clearly show that the management had been making the payment, in different amounts, to SHO Rahon as honorarium to SPO Balbir Chand. There is nothing on record to show except the statement of the workman that the workman was appointed by the management and it is the management which had terminated his services. The management was fair enough to admit that the workman had served them for the period as stated by their witness Harcharan Singh, Manager but they claimed that the workman had served them as SPO having been posted with the management through the District Authorities and he received the payment of wages through the concerned SHO.

The workman has much relied upon the I-card issued in his favour and his pass book. He has also relied upon mark M/O and M/D and stated that the Management had made him the payment directly, but he has failed to say anything against Mark M/A which was the letter written by DSP Sub Division Nawansahar dated 16th Sep., 1988 by which the concerned Branch Manager was told that Balbir Chand, an Ex-Serviceman, has been appointed as SPO in the Punjab and Sind Bank. According to that the salary of the SPO shall be paid by the Bank whereas the Arms and Authorities shall be supplied by the Police Banga. From the evidence available on record it is proved that the workman had served the management, but he was not directly appointed by the management rather he had performed his duty as SPO, provided to the Bank by the

Police although the management had paid his salary through the concerned SHO. Thus the claim of the workman that he was engaged by the management and it is they who had terminated his services is not proved.

The workman has relied upon as many as 25 reported judgements which include that of the Hon'ble Supreme Court and different High Courts of the country. He has also provided me the photostat copies of the judgement. I have gone through these judgements and find that the authorities relied upon by the workman are not helpful to him as the facts in the cases referred were distinct and different. Nobody can have disagreement with the law laid down especially by the Hon'ble Supreme Court but the law so laid down is not applicable to the facts of the present case.

In the case of Bank of Baroda V/s Ghemberhai and Harbai, reported as 2005 Labour and Industrial Cases 2279 the workman had worked for the management though he was claimed to be engaged in a Project under some scheme. The management claimed that since the workman was engaged by the Executive of that scheme and not by the Bank, therefore, the workman was not the employee of the management. The Hon'ble Supreme Court did not agree with the submission in facts of the case and held that since the management has failed to produce the evidence to rebut the claim of the workman, therefore, their Lordship it presumed that the workman was an employee of the Bank. In the present case the workman is shown to have been engaged by the District Authorities through the police and provided as additional security to the management Bank. He was also paid wages through the concerned SHO and not by the management directly. The workman, therefore, could not be treated as an employee of the management. He was provided as additional security to the Bank which the management could withdraw at any time. There has come nothing on record to show that the management could dismiss or suspend the workman or give him any punishment for his misconduct from no angle he could be treated to the employee of the management Bank. Thus the law referred to by him is not helpful to him. In the case of Secretary, Haryana State Electricity Board V/s Suresh and others the documents produced in the case showed overall the working of the contract Labour including administrative control being with the Board and it was upon that basis the Hon'ble Supreme Court held that the control of contract system was mere a camouflage, smoke and a screen. In the present case there has come nothing on record to show that the control of the workman was with the management and not with the Police, which had deputed him as additional security for the management Bank. Moreover in view of the judgement of Hon'ble Supreme Court of Secretary, State of Karnataka and others V/s Uma Devi and others bearing civil appeal Nos. 3595-3612/1999 and decided on 10th April, 2006, the workman is not entitled to any relief since he was not appointed by

the management what to talk of by following due procedure and by a proper competition. Same can be said about the other judgements referred to by him as the same do not support the case of workman, which has different facts.

In view of the discussion made above I am of the opinion that there is nothing on record to show that the management had terminated the services of the workman and that their action if at all was legal and justified. Therefore, the workman is not entitled to any relief. The award is passed against him holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 फरवरी, 2007

का.आ. 861.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय समकार असतीय खाता निगम के प्रबंधनत्र के सम्बद्ध नियोजकों और उनके उपचारीयों के बीच, अनुबंध में निर्हिट औद्योगिक विवाद में सेवारीय समकार- औद्योगिक अधिकारण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 9/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2007 को प्राप्त हुआ था।

[सं. एस-42012/141/2001-वाइ.आर. (सी-II)]

अधिकारी द्वारा दिया गया दस्तावेज़ अधिकारी

New Delhi, the 27th February, 2007

S.O. 861.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/2003) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECI and their workman, which was received by the Central Government on 27-2-2007.

[No. L-42012/141/2001-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

R. N. Rai, Presiding Officer.

L.D. No. 9/2003

PRESENT:

Shri S. P. Sharma 1st Party

Shri Deepak Diwan 2nd Party

IN THE MATTER OF :—

Shri Neeraj Kumar,
S/o Shri Mahendra Kumar,
RB-II, 240-Double Storey Building,
Railway Colony, Agra,
Uttar Pradesh

Versus

The District Manager,
Food Corporation of India,
60/4, Sanjay Palace,
Agra (U.P.)

AWARD

The Ministry of Labour by its letter No. L-22012/141/2001-IR (C-II) Central Government dated 07-01-2003 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the management of Food Corporation of India, Agra in terminating the services of Shri Neeraj Kumar w.e.f. January, 1988 is legal and justified ? If not to what relief the workman is entitled to ?"

The workman applicant has filed statement of claim. In the statement of claim it is stated that he was employed by the respondent as Class-IV employee w.e.f. 01-03-1983 and worked regularly upto 31-12-1987.

That the workman was not given minimum wages by FCI, Agra. He raised demands orally for payment of atleast minimum wages. The employers were annoyed and he was asked not to come from 01-01-1988.

That on 01-01-1988 when the workman approached the employer they refused to give him any work.

The respondents refused to give him anything in writing. He remained at the gate for sometime but his request went on unheeded, so he filed a Writ Petition No. 4506/96 in the Hon'ble High Court of Judicature at Delhi and he was directed to approach the appropriate forum.

That the workman is still unemployed and he is in financial doldrums.

That the workman was not given any appointment letter at the time of engagement but he has signed the attendance register.

That the workman is unskilled workman. He can only perform duties of Class-IV employees. That his removal is illegal and against the provisions of law and he has not been paid any retrenchment compensation at the time of removal from service.

The management has filed written statement. In the written statement it has been stated that the present petition deserves to be dismissed at the outset itself since

the present dispute is not an industrial dispute and does not fall within the Industrial Disputes Act, 1947 for the following amongst other reasons :

- A. Because there was no relationship of master and servant between Shri Neeraj Kumar Misra and the management. Shri Neeraj Kumar Misra was never employed with FCI. Shri Neeraj Kumar was engaged by Labour Contractor and was employee of the labour contractor in all respects. Further, the allegations of Shri Neeraj Kumar Misra are self contradictory. The alleged workman himself in para 1 of his Writ Petition No. 4506 of 1996 before Hon'ble High Court of Judicature at New Delhi, alleged himself as labour on contract basis. Similar allegations were made in para 1 of the application u/s 12 before the RLC(C), Kanpur. As per alleged workman's own averments before ALC(C), Lucknow, RLC, Kanpur and High Court of New Delhi he was a contract labour. No claim can be made by Shri Neeraj Kumar against FCI. Shri Neeraj Kumar was never appointed by FCI.
 - B. Because abolition of contract labour could not be subject matter of adjudication. It could only be abolished by the appropriate government under Section 10 of the Contract Labour (Regulation & Abolition) Act, 1970.
 - C. That no discharge, dismissal, retrenchment or otherwise termination was ever made by the management as per alleged workman's own averment.
- II. That the order of reference is bad in law.
- A. Because, the appropriate government did not apply its mind of the facts of the case. The date of termination in the order of reference has been given as January, 1988 while as already submitted earlier, the alleged workman had averred his employment till 1988.
 - B. Because the appropriate government has failed to consider that Shri Neeraj Kumar Misra was never employed with FCI. The order of reference has been couched in an illegal manner in such a way as to force the management to prove only the legality and/or justifiability of the alleged termination. The management at no point of time, alleged, averred or admitted either the employment or termination of the alleged workman.

That the reference has been made within inordinate delay and no cogent, satisfactory or sufficient reasons have been explained by the alleged workman. The alleged termination was of January, 1988 while the reference has been made after lapse of 15 years. The Writ Petition was filed after 9 years which was disposed of on 15-04-1988,

thereafter the alleged workman did not take any step, an application was filed on 25-09-2000 before ALC(C), Lucknow as per his letter No. LKO- 14(i)198 dated 17-08-1998, and again on 25-09-2000 an application under Section 12 of the ID Act, 1947 was moved before RLC(C), Kanpur. The alleged workman did not mention as to why he did remain silent from 1988 till 07-11-1996. Therefore, the present reference deserves to be dismissed on the ground of laches and delays.

That it is settled that labour laws are not meant to harass the employees. This machinery cannot be exploited to extract money from the employers.

That under the aforesaid circumstances, the award deserves to be made in favour of the management with costs and against the alleged workman. The alleged workman is not entitled to any relief as claimed in his statement of claims.

It is totally denied as false and baseless that Shri Neeraj Kumar was employed by FCI. Further the alleged workman in para 1 of his writ petition No. 4506 of 1996 before Hon'ble High Court of Judicature at New Delhi, alleged himself as labour on contract basis. Similar allegations were made in para 1 of the application u/s 12 before the RLC(C), Kanpur and alleged worked for five years and till 1998 respectively in two earlier litigation and now he is alleging direct employment from 01-03-1983 to 31-12-1987. The stand of Shri Neeraj Kumar Misra is totally contradictory and with a view to mislead this Hon'ble Court.

That prior to earlier litigation, the alleged workman averred abrupt termination without any specified date. The alleged workman has not still specified the exact date, the name of alleged manager with whom alleged demand for payment of minimum wages was made. The DM, FCI had no direct links with any alleged contract labour. Therefore, the contention about alleged workman's alleged grievance is totally false and concocted story.

It is however, submitted that the Hon'ble High Court recorded in the order that Shri Neeraj Kumar was at liberty to file a case for conciliation u/s 12 of the Industrial Disputes Act, 1947 for redressal of his grievances, being the proper forum.

The alleged workman is out and out to harass the management. He filed two conciliation cases before ALCC, Lucknow and RLC(C), Kanpur and a writ petition in Delhi High Court, so by any stretch of imagination, it could be alleged that the alleged workman was financially in doldrums. The alleged workman as per his own averments, was a contract labour, hence the question of giving appointment did never arise. The alleged workman's attendance register does not bear any name of the management. It appears to be clear fabricated document. The signature of alleged workman also differing from place

to place. The alleged workmen also did not explain as from whose custody and how the alleged attendance sheets were obtained. Without prejudice to the above, it is submitted that a few casual labourers might have been working on contract basis during March/April, 1983 being provided by the contractor to handle casual work of the godown as per the provision of the Model tender from the HTC and in accordance with the scheduled rate of the model tender form for providing 'casual labour' by the contractors the payment stands reimbursed to the contractor as per tender forms. Therefore, attendance register alleged to show the employment are merely documents which show that number of labourers provided by the contractor on a specific date to get work done, certificate to claim payment from FCI on the terms of rates of their tender. The same is not a record of FCI nor is it the attendance register as claimed. Therefore, the contention that Shri Neeraj Kumar worked with FCI since March/April, 1983 and continued serving in the department till 1988 is totally false and baseless. Even otherwise the same relate to a few months in 1983 and not for the period 1983 to 1988. It is again reiterated that the alleged attendance register is not of the FCI and the same appears to be a fabricated document. Shri Neeraj Kumar Misra is only attempting to mislead this Hon'ble Court and the whole basis of the present petition is totally false on the face of the record.

It is reiterated that Shri Neeraj Kumar Misra was never employed by FCI, hence the alleged termination by FCI does not arise. There are thousand jobs of unskilled workman as Paledar, Rickshaw Puller but everybody wants job in Government establishment where money can be earned without least responsibility and care. As per the averments of the alleged workman, he was a contract labour for which compliance of Section 25F of the ID Act, 1947 is not mandatory.

The alleged workman may be put to strict proof of it. He is not entitled to any relief as prayed. It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to dismiss the present petition with exemplary costs.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the parts of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he worked regularly for 4 years with the respondents and his services have been abruptly terminated. He has filed photocopies of his attendance from 02-03-1983 to 31-07-1983

to establish the fact that he was in regular employment of the respondents. These photocopies of attendance sheet do not bear any evidence of the same being of FCI, Agra. These are photocopies marked on blank papers.

It was submitted from the side of the management that the workman might have obtained the same from the contractor. He has not filed any documentary proof regarding his service with the respondents.

The list of workers working in the year 1994 is annexed with the letter of General Secretary, Shri H. P. Singh. The name of the workman does not appear anywhere in the list filed by the General Secretary for issuing Identity Cards to the casual workers.

It was submitted that the workman was not even a casual worker in the year 1984. He has not filed any documentary evidence to show that he worked in the year 1984 not to speak of working upto December, 1987.

The workman has not filed any document to show that he has worked from 1983 to 1987.

It was further submitted from the side of the management that the workman as per his own allegation worked from 1983 to 1987 whereas he has raised this dispute after delay of 15 years. Delay deprives a man of remedies and reliefs. He is not entitled to get any relief on account of delay alone.

The reference has been made with inordinate delay and no cogent satisfactory or sufficient reasons have been explained by the alleged workman. The alleged termination was of January, 1988 while the reference has been made after lapse of 15 years. The Writ Petition was filed after 9 years which was disposed of on 15-04-1998, thereafter the alleged workman did not take any step, an application was filed on 25-09-2000 before ALC(C), Lucknow as per his letter No. LKO-14(i)198 dated 17-08-1998, and again on 25-09-2000 an application under Section 12 of the ID Act, 1947 was moved before RLC(C), Kanpur. The alleged workman did not mention as to why he did remain silent from 1988 till 07-11-1996. Therefore, the present reference deserves to be dismissed on the ground of latches and delays.

It was submitted from the side of the management that there is no explanation of delay. Not to speak of plausible or satisfactory explanation. There is no explanation at all what prevented the workman to approach this forum after a long period of 15 years. It is settled law that stale claim made after an inordinate and unexplained period could not be entertained.

My attention was drawn to 2005 (5) SCC page 91 paras 12 and 13. The Hon'ble Apex Court has held that long delay impedes the maintenance of the records. Belated claim should not be considered.

It has been held in (2001) 6 SCC 222 as under :—

“Law does not prescribe any time limit for the appropriate government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service.”

In the instant case reference has been made after a delay of long 15 years. Limitation Act is not applicable in ID cases but stale cases should not be considered. Delay in the instant case is inordinate and relief can be rejected on the ground of delay alone.

The workman has failed to prove that he has worked with the respondents from 1983 to 1987 as contract worker or as direct employee. There is nothing on record to substantiate his claim statement.

In writ filed before the Hon'ble High Court he has not specifically mentioned the dates of his engagement and disengagement. The averments of the claim are not proved. The workman is not entitled to get any relief as prayed for.

The reference is replied thus :

The action of the management of Food Corporation of India, Agra in terminating the services of Shri Neeraj Kumar w.e.f. January, 1988 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Dated : 20-02-2007. R. N. RAI, Presiding Officer

नई दिल्ली, 27 फरवरी, 2007

का.आ. 862.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 76/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2007 को प्राप्त हुआ था।

[सं. एल-42012/253/2005-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th February, 2007

S.O. 862.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 76/2006)

of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Central Public Works Department and their workman, which was received by the Central Government on 27-2-2007.

[No. L-42012/253/2005-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

R. N. Rai, Presiding Officer.

I.D. No. 76/2006

IN THE MATTER OF:

Shri Radhey Shyam,
C/o. The General Secretary,
Workers' Union (Regd.),
A-28-T, Delhi Police Apartment,
Mayur Vihar, Phase-I,
Delhi-110 091

Versus

The Director General (Works),
CPWD,
Nirman Bhawan,
New Delhi-110 001

AWARD

The Ministry of Labour by its letter No. L-42012/253/2005-IR (C-II) Central Government dated 14-09-2006 has referred the following point for adjudication.

The point runs as hereunder:

"Whether the demand of the CPWD Workers' Union regarding reinstatement of Shri Radhey Shyam Mandal w.e.f. 22-07-2005 and regularization of services with retrospective effect is legal and justified? If yes, to what relief the workman is entitled?"

It transpires from perusal of the order sheet that reference was received on 22-09-2006. Registered notice to the claimant was sent by the Desk Officer on 14-09-2006. Registered notice was sent to the workman which has been received unserved. The notice has been sent on the address provided in reference. The reference is to be decided within 3 months.

The workman has not filed claim on 07-12-2006 and 01-02-2007. The workman was not present. The workman does not want to contest the case.

No dispute award is given.

Dated: 19-02-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 27 फरवरी, 2007

का.आ. 863.—ऑटोग्राफ विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार सी.पी.डी.एस्पू.डी. के प्रबंधत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑटोग्राफ विवाद में केन्द्रीय सरकार औटोग्राफ अधिकारण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 65/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2007 को प्राप्त हुआ था।

[स. एल-42012/48/2001-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th February, 2007

S.O. 863.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Central Public Works Department, and their workmen, which was received by the Central Government on 27-2-2007.

[No. L-42012/48/2001-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

R. N. Rai, Presiding Officer

I.D. No. 65/2001

PRESENT:

Shri B. K. Prasad1st Party

Shri B. Mund2nd Party

IN THE MATTER OF:

Shri Suresh Kumar Singh & 3 others,
C/o. The General Secretary,
CPWD Mazdoor Union,
E-26(Old Qtr.), Raja Bazar,
Baba Kharak Singh Marg,
New Delhi-110 001

Versus

The Executive Engineer,
CPWD, Parliament Works Division No. 1,
I.P. Bhawan, I.P. Estate,
New Delhi-110002

AWARD

The Ministry of Labour by its letter Nos. L-42012/48/2001-IR (C-II) Central Government dated 03-09-2001 has referred the following point for adjudication :—

The point runs as hereunder :—

"Whether the action of the Executive Engineer, CPWD, Parliament Works Div. I, I.P. Bhawan, I.P. Estate, New Delhi in stopping from services verbally w.e.f. 6-4-2000 in respect of S/Shri Suresh Kumar, Rajbir, Satish Chander and Naresh, Sewerman, who were working since 1-11-1993, 10-5-1997, 7-7-1998 and 1-11-1997 respectively instead of regularizing them in service and paying them equal pay for equal work like regular workers w.e.f. their respective date is legal and justified ? If not, to what relief they are entitled to ?"

The workmen applicants has filed claim statement. In the claim statement it has been stated that the above workmen have been engaged for the work of Sewerman camouflagedly through some unauthorized contractor the particulars of workmen are given as under :

Name of workman	Date of Employment
1. Shri Suresh Kumar	01-11-1993
2. Shri Rajbir	10-05-1997
3. Shri Satish Chander	07-07-1998
4. Shri Naresh	01-11-1997

That the payments have been made by the management through one contractor at the following rates :

(i) Payment of Suresh Kumar

Period	Payment (Rs.)
(a) 1-11-1993 to 31-12-1995	1000/- per month
(b) 1-1-1996 to 31-12-1997	1700/- per month
(c) 1-1-1998 to 31-12-1999	1700/- per month
(d) 1-1-2000 to till date	1600/- per month

(ii) Regarding payment of Rajbir Workman by the management :

(a) 10-5-1997 to 31-12-1997	1500/- per month
(b) 1-1-1998 to 31-12-1998	1600/- per month
(c) 1-1-2000 to till date	1800/- per month

(iii) Regarding payment of Satish Chander by the management for the following period :—

(a) 7-7-1998 to 9-10-1999	1500/- per month
(b) 10-10-1999 to till date	1600/- per month

(iv) Regarding payment of Naresh Kumar by the management for the period given as under :

- | | |
|-----------------------------|------------------|
| (a) 1-11-1997 to 9-10-1999 | 1500/- per month |
| (b) 10-10-1999 to till date | 1600/- per month |

That all the workman have been performing their duties as Sewermen classified as skilled workmen in the CPWD but they have been getting even the less payment fixed for the unskilled workmen under the Minimum Wages Act, 1948 by the appropriate Government from time to time. This action of the management is not only unfair labour practice but the force labour as the management exploiting the workmen due to unemployment in the country.

That the above management has been taking the maintenance work by employing regular and permanent workmen in the category of Sewermen under the division and more than 500 workers have been performing the work of Sewermen in the regular capacity in the different division of CPWD under the Director General (Works) in Delhi.

That with a view to exploit the workmen connected with the dispute the management only treated the workmen employed through some fake contractor but the duty of the workmen were only extracted from the regular enquiry Clerk, Junior Engineer etc. of the management.

That neither the Executive Engineer connected with the dispute got the registration nor the so-called contractor have taken licence from the appropriate Govt. to employ the contract labour on the permanent nature of job in the category of Sewerman.

That neither the so-called contractor nor the above management has been paying their wages at the work spot as provided under the Minimum Wages Act, 1948.

That the management has not been performing their duties as envisaged under the Contract Labour (Regulation and Abolition) Act, 1970 and the Minimum Wages Act, 1948.

That the above management has not prepared the register of wages, register of overtime, wages slip etc. as provided under Rule 78 of the Contract Labour (Abolition & Regulation) Act, 1970.

That the management has also violated the provision of Payment of Wages Act, 1936. Minimum Wages Act, 1948 and rules made thereunder.

That the above workmen connected with the dispute are performing their duties regularly and directly under the control of Junior Engineer, Asstt. Engineer and the Executive Engineer concerned and being a perennial nature of work and performing more duties as compared to their counterparts in the regular establishment or daily rated workers directly employed by the management in the

category of Sewerman so they are also entitled for equal pay for equal work from the date of their initial employment.

That the management of CPWD have also signed a settlement before the Chief Labour Commissioner (Central) under Section 12 of the Industrial Disputes Act, 1947 that before awarding the maintenance work to the contractor, Chief Engineer/Superintending Engineer will hold discussions with the representatives of CPWD Mazdoor Union in pursuance of the Memorandum of settlement dated 5-9-1986 and 15-11-1989 and the said Settlements are also enclosed as Annexure-I, II with the statement of claim.

That after signing of the said settlement, the management i.e. Director General of Works, CPWD vide its Circular No. 22/16/98-EC.X dated 28-12-1989 also circulated the said settlement and authorized the Chief Engineer/Superintending Engineers to hold discussions in future with the representatives of CPWD Mazdoor Union before awarding the maintenance works to the contractors so as to explore the possibility of getting the maintenance works done through departmental labour. Copy of the said circular is enclosed and marked as Annexure-III.

That the management is not performing its duties as provided in the Contract Labour (Regulation & Abolition) Act, 1970 and violating the settlement which is signed under Section 12 of I.D. Act which binds the management and violation is the same as an offence so the employment of contract labour for maintenance work is also violative of the above settlement between the management and the representatives of their trade union i.e. CPWD Mazdoor Union so the workmen have to be treated as departmental labour and the management circular in pursuance of the settlement dated 5-9-1986 and 15-11-1989.

That the above management is duty bound to perform its duty and abide by the agreement with the CPWD Mazdoor Union under Section 12 of the I.D. Act.

That in CPWD, as per the judgement of Hon'ble Supreme Court in the matter of Surinder Singh & Ors. Vs. Engineer-in-Chief, CPWD & Ors. dated 17-1-1986 all the daily rated workers in the CPWD have been getting their wages in the time scale from their respective employment but these workmen connected with the dispute have been exploited by the management being a Government Deptt.

That the management with a view to deny the status and privileges of permanent workman retain them on daily rated which is unfair labour practice as envisaged in item No. 10, V Schedule under Section 2(ra) of the I.D. Act and violation of the said provision has a penalty for committing unfair labour practice under Section 25U and 31 of the said Act. The same is reproduced as under :

"xxx 10. To employ workmen as 'badlis' casuals or temporaries and to continue them as such for years,

with the object of depriving them of the status and privileges of permanent workmen." xxx

That the management has indulged in unfair labour practice while employing the workmen as 'badlis' or casual with the object of depriving them of the status and privilege of permanent workmen so the workmen are entitled to be regularized in the time scale by the management.

That the management were not performing their duties being the principal employer and the so called contractor was camouflagedly and sham so the workmen connected with the dispute to be treated as direct employees of the management.

That during the pendency of the dispute for regularization before the Assistant Labour Commissioner (Central)-cum-Conciliation Officer, the management terminated the services of S/Shri Suresh Kumar, Rajbir and Satish Chander w.e.f. 6-4-2000 without following the provisions of Section 25F and the management have also not taken permission for retrenchment from the said Conciliation Officer which also violated the provision of Section 33 of the Industrial Dispute Act.

That the termination of the services of the above workmen without holding inquiry and paying compensation alongwith one month's pay or notice pay is utter violation of provision of natural justice so the workmen are entitled to be reinstated with full back wages and continuity of service alongwith regularization and grant of equal pay for equal work.

That the daily rated workers under Director General (Works), CPWD under which this management are functioning have been paying the wages in the time scale alongwith all the allowances except increment to their daily rated workers so these workmen are also entitled to receive their wages as per the said order for equal pay for equal work because the duty hours of these workmen are same to the daily rated workmen and regular work charged staff of the management. Copy of the equal pay for equal work is also annexed as Annexure-IV with this statement of claim.

That the work of Sewerman is classified as skilled workman and the wages paid by the management to this category as skilled workmen and also the said salary have been paying to the daily rated workmen to Sewerman on the analogy of equal pay for equal work from the date of their initial employment except increment so these workmen connected with the dispute are also entitled to the wages as equal pay for equal work from the management w.e.f. their initial employment.

That S/Shri Suresh Kumar, Rajbir and Satish Chandra Sewerman are entitled to be reinstated w.e.f. 6-4-2000 with full back wages and continuity of service because they are still unemployed.

That S/Shri Suresh Kumar, Rajbir, Satish Chandra and Naresh were also entitled to be regularized w.e.f. 1-11-1993, 10-5-1997, 7-7-1998 and 1-11-1997 respectively and also entitled to equal pay for equal work from the said date as per the order of payment to the said wages to their daily rated workmen in the said category being a skilled workmen.

The Management has filed written statement. In the written statement it has been stated that the claimants/workmen are not falling under the definition of "workman" as per the provisions of the Industrial Disputes Act, 1947 and the present claim under reply is not maintainable before this Hon'ble Tribunal. It is respectfully submitted that the answering management has never appointed the claimants/workmen herein. It is admitted by the claimants themselves in various paras of their claim under reply that they were engaged by some contractor for the work. Therefore, there exist no relationship of employer-employee between the answering management and the workmen since the claimants are not the employees/workmen of the answering management, and hence, it is respectfully submitted that the present claim of the claimants/workmen under reply is liable to be dismissed by this Hon'ble Tribunal on this ground alone.

That the claimants/workmen have no cause of action in their favour and against the management. It is respectfully submitted that the claimants/workmen herein admitted engaged by some contractor to perform the work. They were never engaged by the answering respondent at any point of time for any work and therefore the workmen have no cause of action against the answering management and in their favour and hence, present claim under reply is liable to be turned down by this Hon'ble Tribunal on this ground alone.

That the present claim of the claimants/workmen is bad for non-joinder of the necessary party for just and proper adjudication of the matter. It is respectfully submitted that as per the claim of the workmen, they were engaged by some contractors and the payment were received by them from the contractor. It is submitted that the workmen herein have failed to make the said contractor a necessary party for the just and proper adjudication of the matter by this Hon'ble Tribunal. The workmen have not even disclosed the name of the said contractor. Hence, it is respectfully submitted that the present claim of the workmen/claimants under reply is bad for non-joinder of necessary party and therefore, the claim is liable to be dismissed by this Hon'ble Tribunal on this ground alone.

That the present claim of the workmen is time barred and therefore, not maintainable. Without prejudice to its rights and contentions of the answering management, it is respectfully submitted that the claim of the workmen that they were receiving payments from the contractor which dates back to 1-11-1993, 10-5-1997, 7-7-1998 and 1-11-1997

of Shri Suresh Kumar, Shri Rajbir, Shri Satish Chandra and Shri Naresh respectively. It is pertinent to mention here that the above said workmen have never complained to the answering respondent regarding less payment by the contractor as per the wages fixed under the Minimum Wages Act or any other law in force during the period/tenure of the contract or immediately after the completion of the said period/tenure of contract. Therefore, the workmen cannot claim anything at this belated stage after the passing of so many years. Hence, it is respectfully submitted that the present claim of the claimants/workmen under reply is liable to be dismissed by this Hon'ble Tribunal on this ground alone.

That the contents of para No. 1 of the claim under reply are matter of record and therefore, need no reply.

That the contents of para No. 2 of the claim are false, frivolous, misconceived and denied. It is denied that the workmen have been engaged for the work of sewerman camouflagedly through some unauthorized contractor as per the particulars given in the para under reply. In reply to para No. 2 of the claim, it is submitted that the workmen herein were employed by the registered contractor of the CPWD/management for doing the work awarded to the registered contractor against some specific agreement(s). They are not the persons appointed by the management as per the Recruitment Rules of the Deptt./management. The workmen were engaged by the registered contractor for the specific job awarded to him by the Deptt./management and since they were engaged by the contractor, they were paid by the contractor as per the Minimum Wages Act.

That the contents of para No. 3 are denied in its present form for want of knowledge. In reply to para No. 3 of the claim, it is submitted that the workmen have neither disclosed the name of the contractor nor filed any documents to support their claim. The workmen herein might have been engaged by a registered contractor for doing the work awarded by the answering management i.e., for specific job only. The workmen have been paid by the registered contractor as per the Minimum Wages Act and no complaint for payment of wages less than the wages fixed under the Minimum Wages Act was ever received by the answering management from the workman during the currency of the agreement or after the closure of the agreement or till date.

That the contents of para No. 4 of the claim are denied. In reply to para No. 4 of the claim, it is submitted that the contents of para No. 3 as well as the contents of preliminary objections of this written statement may be read as part and parcel of the reply to this para which are not repeated here for the sake of brevity. It is, however, categorically denied that the management has done any unfair labour practice or has exploited the workmen.

That the contents of para No. 5 of the claim are misconceived and therefore denied. In reply to para No. 5 of the claim, it is submitted that the regular workmen employed by the management as per the recruitment rules of the Department are paid as per the service rules whereas the workers employed by Registered contractors are governed by the Minimum Wages Act and the service condition of the regular workmen of the management cannot be compared with the workmen herein since they are engaged by the registered contractor. It is categorically denied that the management or its officers has exploited the workmen.

In reply to para No. 6 of the claim, it is submitted that maintenance are awarded to registered contractors at such places where no regular worker for doing such work are available.

That the contents of para No. 7 of the claim under reply are false, frivolous, misconceived and denied. The answering management categorically denies all the allegations levelled against it in the corresponding para of the claim. In reply to para No. 7 of the claim, it is submitted that the works are awarded to registered contractor of the management, who in turn for doing the work so awarded to him on contract might have employed the workmen herein. All necessary instructions for doing the work are given to workmen by the respective contractor only and not by the management.

That the contents of para No. 8 of the claim under reply are wrong, misconceived, frivolous and denied. It is categorically denied that neither the executive engineer got the registration nor the so-called contractor has taken licence from the appropriate govt. to employ the contract labour on the permanent nature of job in the category of sewerman. It is respectfully submitted that as per the rules, the registered contractor is to take licence from the concerned labour authority if more than 20 workmen are employed by the contractor. The submissions made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

That the contents of para No. 9 of the claim under reply are wrong, misconceived, frivolous and denied. It is categorically denied that neither the contractor nor the answering management has been paying their wages at the work spot as provided under the Minimum Wages Act, 1948. In reply to this para, it is submitted that the workmen have been paid by the registered contractor as per the Minimum Wages Act and no complaint for payment of wages less than the wages fixed under the Minimum Wages Act was ever received by the answering management from the workman during the currency of the agreement or after the closure of the agreement or till date.

That the contents of paras No. 10 to 12 of the claim under reply are wrong, misconceived, frivolous, bogus and denied. In reply to this para, it is submitted that the work was awarded to the registered contractor(s) and executed through him only and as such, every activity relating to labour was as per the relevant clauses of the agreement. It is submitted that there is no violation of any law since the work was got executed as per the terms and conditions of the agreement.

That the contents of para No. 13 of the claim under reply are wrong, misconceived, frivolous, bogus, baseless and denied. It is categorically denied that the workmen herein are performing their duties regularly and directly under the control of Junior Engineer, Asstt. Engineer and the Executive Engineer concerned as has been alleged. It is also denied that the workmen herein are performing more duties as compared to their counterparts in the regular establishment or daily rated workers directly employed by the management in the category of sewerman so they are also entitled for equal for equal pay for equal work from the date of their initial employment. In reply to this para, it is respectfully submitted that the workmen are never employed by the answering respondent nor any letter of appointment was ever issued by the management in their favour. Therefore, the workmen herein can never be compared with the regular workmen employed by the answering respondent as per the recruitment rules and other relevant rules framed thereunder, it already submitted in the foregoing paras of the present written statement that there is no control and supervision of the answering respondent over the workmen herein like any other workmen working under a registered contractor to execute a particular work as per the terms and conditions of the contract. Every direction/instruction for doing the work was given to the registered contractor by the concerned departmental officer of the answering respondent. And the said contractor further used to issue instruction to workers employed by him. The submissions made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

That the contents of paras No. 14 and 15 so far related to the Settlement dated 5-9-1986 and 15-11-1989 and Circular dated 28-12-1989 of the Director General of Works, CPWD are concerned, are matter of record and therefore need no reply. In reply to these paras, it is submitted that such type of works are awarded to registered contractors only when there is no specific labour available with the answering management for doing such work and as such there is no necessity of holding discussion with the representative of the CPWD-Mazdoor Union.

That the contents of para No. 16 of the claim under reply are wrong, misconceived, frivolous and denied. It

is categorically denied that the management is not performing its duties as provided in the Contract Labour (Regulation & Abolition) Act and violating the said settlement as has been alleged in this para under reply. It is further denied that the employment of contract labour for maintenance work is also violative of the above settlement between the management and the representative of the trade union. It is vehemently denied that workmen have to be treated as departmental labour of the answering management in pursuance of the settlements dated 5-9-1986 and 15-11-1989. It is respectfully submitted that all the allegations in the para under reply are fanciful, baseless, misconceived, wrong and therefore, denied. The submissions made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

That the contents of para No. 17 of the claim under reply are misconceived and denied. The submission made in the foregoing para of the present reply on merits may be read as part and parcel to the corresponding para of the claim which are not repeated here for the sake of brevity.

That the contents of para No. 18 of the claim under reply are misconceived and denied. In reply to this para, it is respectfully submitted that the judgment cited by the workman in the corresponding para of the claim under reply is not applicable in the present case. The answering management crave leave of this Hon'ble Tribunal to place on record the relevant judgements in its favour at appropriate stage of the proceedings.

That the contents of para No. 19 of the claim under reply are false, wrong, frivolous, misconceived and denied. It is categorically denied that the answering management with a view to deny the status and privilege of permanent workman retain them on daily rated which is unfair labour practice as envisaged in item 10 of Fifth Schedule under Section 2(ra) of the Industrial Disputes Act, 1947 and rest of the para of the claim is denied as misconceived, irrelevant to this present case as there is no violation of the said provisions of the Act. In reply to this para, it is submitted that the submissions made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

That the contents of para No. 20 of the claim under reply are false, wrong, frivolous, misconceived and denied. It is categorically denied that the answering management has indulged in unfair labour practice while employing the workmen as badlis or casual with the object to depriving them of the status and privilege of permanent workman. It is vehemently denied that the workmen are entitled to be regularized in the time scale by the management. In reply

to this para, it is submitted that the submissions made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

That the contents of para No. 21 of the claim under reply are false, wrong, frivolous, misconceived and denied. It is categorically denied that the answering management was not performing its duty being the principal employer. It is also denied that the contractor was camouflagedly and sham so the workmen connected with the dispute to be treated as direct employees of the management. In reply to this para, it is respectfully submitted that there is and there was no employer-employee relationship between the answering management and the workmen herein. It is pertinent to mention here that the workmen were never employed by the answering management and further that the workmen were admittedly employed by some contractor whose name was not disclosed by the claimant. It is submitted that the submissions made in the preliminary objections as well as in the foregoing para of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

That the contents of para No. 22 of the claim under reply are misconceived, false, wrong, frivolous and denied. In reply to this para, it is submitted that the claimants were never employed by the answering respondent at any point of time and therefore, there is no question of terminating the services of the workmen. So far as the question of following the provisions of Sections 25F and 33 of the Industrial Disputes Act, 1947 are concerned, it is submitted that as mentioned in the various paras of the preliminary objections as well as in the reply on merits that the workmen, herein were never employed by the management. They were engaged by some registered contractor for doing the work awarded to him under specific agreement. It is submitted that the submission made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

That the contents of para No. 23 of the claim under reply are false, wrong, frivolous, misconceived, baseless and denied. It is wrong to allege that termination of services of the workmen without holding enquiry and paying compensation along with one month pay or notice pay is utter violation of the provisions of natural justice so the workmen are entitled to be reinstated with full back wages and continuity of service alongwith full back wages and continuity of service alongwith regularization and grant of equal pay for equal work. In reply to this para, it is respectively submitted that it is already stated in the foregoing paras of this written statement that the workmen herein were never engaged by the answering management

at any point of time, therefore, the question of termination of their services does not arise, least to say about holding of inquiry of payment of compensation. Therefore, it is submitted that the workmen are not at all entitled to be reinstated with full back wages and continuity of services. The workmen herein are also not entitled to regularization and grant of equal pay for equal work. It is submitted that the submissions made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

That the contents of para No. 24 of the claim under reply are false, wrong, frivolous, misconceived, and baseless, contrary to records and denied. It is wrong to allege that the workmen herein are also entitled to receive their wages as per the said order of the Hon'ble Supreme Court for equal pay for equal work because the duty hour of the workmen are same to the daily rated workmen and regular work charged staff of the answering management. In reply to this para, it is submitted that the workmen herein were never engaged by the management and as admitted by them, these workers were engaged by some contractor for doing some specific work awarded to a registered contractor by the management. The claimants/workmen were paid as per the Minimum Wages Act applicable. Hence, the question of payment to them as per the daily rated worker and regular work charged staff employed by the answering management is not proper, justified and legal.

That the contents of para No. 25 of the claim that the workmen herein are entitled to the wages as equal pay for equal work from the management with effect from their initial employment, are wrong, false, frivolous, fanciful, baseless and therefore, denied. Rest of the para under reply are matter of record and hence, need no reply. It is submitted that the submissions made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the correspondence para of the claim which are not repeated here for the sake of brevity.

That the contents of para No. 26 of the claim under reply are false, wrong, frivolous, misconceived, baseless, contrary to records and denied. It is strongly denied that Sh. Suresh Kumar, Rajbir and Satish Chander sewerman are entitled to be reinstated w.e.f. 6-4-2000 with full back wages and continuity of service because they are still unemployed. In reply to this para, it is submitted that the submission made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

That the contents of para No. 27 of the claim under reply are wrong, frivolous, misconceived, and baseless,

contrary to records and denied. It is strongly denied that Sh. Suresh Kumar, Rajbir, Satish Chander and Naresh were also entitled to be regularized w.e.f. 1-11-1993, 10-5-1997, 7-7-1998 and 1-12-1997 respectively and also entitled to equal pay for equal work from the said date as per the wages paid to their daily rated workmen in the said category being skilled workmen. In reply to this para, it is submitted that the workmen herein were never appointed by the answering management at any point of time therefore, the question of regularization, equal pay for equal work does not arise. Since the workmen were engaged by the registered contractors, they received their payment/wages as per the Minimum Wages Act. As no complaint from the workmen herein with regard to less payment of wages by the registered contractor as per the Minimum Wage Act has been received the payment as per the Minimum Wages Act. Further, in reply to this para, it is submitted that the submissions made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

The workmen applicants have filed rejoinder. In their rejoinder they have reiterated the statements of their claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workmen that Shri Suresh Kumar was engaged on 01-11-1993, Rajbir on 10-05-1997, Shri Satish Chand on 07-07-1998 and Shri Naresh on 01-11-1997. Their services were terminated on 06-04-2000. They have been engaged through some contractor but the work is of perennial nature. Contract labour is prohibited for engagement of labour for those works which are perennial in nature.

The workmen have filed photocopies of Complaint Book No. 2. From B-86 to B-116, these photocopies relate to 1994 and the name of Shri Suresh Kumar is entered on the complaint book of 15-07-1994. The photocopies of complaint book no. 2 contain the names of different persons just as Ram Prakash, Nand Kishore, Rajeshwari, Chunnu, Chunni Lal etc. This indicates that the workmen whose names have been mentioned in the photocopies have worked for only those particular days. The names of the workmen other than Shri Suresh Kumar has not been mentioned even in the photocopies of the complaint book no. 2. The workmen have filed photocopies of complaint book no. 1, from B-39 to B-85. There is no mention of names of any of the workmen in the complaint book no. 1. These complaint books only reveal that complaints have been

made recording blocking of different gutters and drains. It has nowhere been specifically mentioned as to which workman performed these works. The workmen have not filed any other document to prove the fact that they have worked under the same contractor in the years 93 to 06-04-2000. The name of the contractor has not been revealed in the claim statement.

The workmen have not even asserted that they worked under the same contractor during the alleged period of their engagement.

The contract labours are prohibited for sweeping and cleaning work but it will not be deemed to be proved that the workmen have worked as they have alleged in their claim statement. There is no even scrap of paper other than the documents adverted to above to establish the fact that the workman Shri Suresh Kumar has worked regularly from 01-11-1993 to 06-04-2000 and the workman Shri Rajbir has worked from 10-05-1997 till 06-04-2000. No workman has filed any document to establish the factum of their performance of their duties for the tenure alleged by them.

It cannot be deemed proved on the basis of mere affidavit that the workmen have worked for 240 days.

It was submitted from the side of the management that on some occasions when there is heavy load, work is given to the contractors. The workmen have admitted that they have not made any complaint in writing regarding the minimum wages being not paid to them. They have raised this dispute for the first time. Some of the workmen have stated in their cross examination that they were engaged through contractors and some have stated that they worked directly under the JE and they were engaged by the JE whereas the claim case is that these workmen were engaged through contractors.

It was submitted from the side of the management that the workmen have deliberately concealed the name of the contractor as they have not worked under any of the contractors. They were not even casual labours.

In case even it is presumed that the workmen worked under the contractor they have to establish that payment was made to them by the department. They worked under the control and supervision of the department then only it can be said that there is master and servant relationship between the respondents' and workmen. The workmen have not even proved that they have worked regularly under any contractor for the period alleged. They have filed photocopies of complaint book nos. 1 and 2 for the year 1994 and their names are not appearing therein. There is absolutely no evidence to establish that the workmen have worked regularly even under the contractor as alleged. They have not filed any document to show that they were engaged by the management and worked under the control and

supervision of the management and their services were integrated to the premises of the management. There is no cogent evidence of the working of the workmen for the alleged tenure either under the contractor or under the department.

It was submitted that the workmen have not been paid even minimum wages. They should have disclosed the name of the contractor and then only it can be ascertained whether payment of minimum wages have been made to them or not. Their mere statement in the claim statement is not sufficient to hold that they have not been paid minimum wages. They have admitted that they did not make any complaint in writing regarding non payment of minimum wages. The management cannot be asked to make payment of minimum wages as contractors may have made them full payment.

It is not necessary to deal with the case law as provided from the side of the workmen. They have not proved that they have worked continuously for the periods alleged, so there is no question of their regularization or reinstatement or order for payment of minimum wages.

The reference is replied thus :—

The action of the Executive Engineer, CPWD, Parliament Works Divl. I, I.P. Bhawan, I.P. Estate, New Delhi in stopping from services verbally w.e.f. 6-4-2000 in respect of S/Sh. Suresh Kumar, Rajbir, Satish Chandra and Naresh, Sewerman who were working since 1-11-93, 10-5-97, 7-7-98 and 1-11-97 respectively instead of regularizing them in service and paying them equal pay for equal work like regular workers w.e.f. their respective date is legal and justified. The workmen applicants are not entitled to get any relief as prayed for.

Award is given accordingly.

Date : 22-02-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 27 फरवरी, 2007

का.आ. 864.—ऑटोग्राफिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑटोग्राफिक विवाद में केन्द्रीय सरकार ऑटोग्राफिक अधिकरण नं. 2 नई दिल्ली के पंचाट (संदर्भ संख्या 74/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-02-2007 को प्राप्त हुआ था।

[सं. एल-42012/204/2004-आई.आर. (सी-11)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th February, 2007

S.O. 864.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. 74/2005 of the Central Government Industrial Tribunal-cum-Labour

Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of CPWD, CPWD, Electrical Division No. X, and their workmen, received by the Central Government on 27-02-2007.

[No. L-42012/204/2004-IR(C-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

R. N. Rai, Presiding Officer.

I. D. No. 74/2006

IN THE MATTER OF:—

Shri M. F. Siddique,
C/o. All India CPWD (MRM) Karamchari
Sangathan,
4823, Balbir Nagar Extension,
Gali No. 13, Shahdara,
Delhi-110 032.

Versus

The Director General (Works),
CPWD
Nirman Bhawan,
New Delhi-110 001.

The Executive Engineer (Elect.),
CPWD, Electrical Division No. X,
Andrews Ganj,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-42012/204/2004 (IR (C-II)) Central Government dt. 04-08-2005 has referred the following point for adjudication.

The point runs as hereunder :—

It transpires from perusal of the order sheet that reference was received on 12-08-2005. Registered notice to the claimant was sent by the Desk Officer on 04-08-2005. Registered notice was sent to the workman on 23-08-2005 to file claim on 14-11-2005 but he did not file claim statement. Again notice was sent on 16-05-2006 to file claim on 19-06-2006 but the claimant did not turn up. Again on 12-01-2007 AR of the claimant was present but did not file claim statement. On 01-02-2007 also the workman applicant failed to file claim statement. The workman does not want to contest the case.

No dispute award is given.

Date : 19-02-2007.

R. N. RAI, Presiding Officer

राज दिवसी, 27 फरवरी, 2007

S.O. 865.—विदेशी कानून का विवरण : वर्ष २४, २००७/जूलाई १९२९
का १४) वीं भाग १७ के अनुसार मैं, विदेशी कानून का राज दिवसी, डी. के प्रबंधन के संबंध मिलोकास और उनके चलनाम के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवरण में विदेशी कानून का विवरण विदेशी अधिकार नं. २, राज दिवसी के पास (वर्ष-तिथि ६२/२००३) को प्राप्त किया गया है, जो विदेशी कानून का राज दिवसी, २७-०२-२००७ को प्राप्त किया गया है।

[सं. परा-42012/213/2002-IR(C-II)]
विदेशी कानून का राज दिवसी, विदेशी अधिकारी

New Delhi, the 27th February, 2007

S.O. 865.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Central Public Works Department, Electrical Division, Kiran Elevator Service and their workmen, which was received by the Central Government on 27-02-2007.

[No. L-42012/213/2002-IR(C-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

R. N. Rai, Presiding Officer.

I. D. No. 63/2003

PRESENT:

Sh. Aditya Agarwal 1st party
Sh. Ghanshyam 2nd Party

IN THE MATTER OF:—

Shri Anand Kumar Gautam & Ors.,
C/o. General Secretary, CPWD Karamchari Union,
CPWD Karamchari Union, Plot No. 1, Opposite Aram Bagh,
Aram Bagh, Near Udaan Mandir,
Paharganj, New Delhi-110 055.

Versus

1. The Executive Engineer,
CPWD (Elect.) Division,
Smt. Sucheta Krishni Hospital & Medical College,
New Delhi.
2. M/s. Kiran Elevator Service
B-91, Pandey Nagar,
Near Mother Dairy, Delhi,
Delhi-110 092.

AWARD

The Ministry of Labour by its letter No. L-42012/213/2002-IR (CM-II) Central Government Dt. 07-05-2003 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the demand of the CPWD Karamchari Union (Regd.) in relation to regularization/absorption of the services of S/Shri Anand Kumar Gautam and Mani Lal Sah, Contract Labourers through M/s. Kiran Elevator Service in CPWD, New Delhi who undertakes the job of operating the lifts in the establishment of Lady Harding Medical College and allied Hospitals, New Delhi is legal and justified ? If yes, to what relief they are entitled to.”

The workmen applicants have filed claim statement. In the claim statement it has been stated that workman No. 1 was initially inducted on 08-12-1995 and the workman No. 2 was inducted on 14-04-1996 as Lift Operator through the Private Contractor Management No. 2 for discharging the job of operating the lift for the Principal Employer, management No. 1. It is stated that ever since their appointment they have been discharging their job diligently and sincerely for the management of CPWD having been posted at New Building Lady Harding Medical College and Smt. S. S. K. Hospital, New Delhi-110 001 under the Executive Engineer, Electrical i.e. management No. 2.

That the nature of job discharged by both the workmen are perennial and permanent in nature and the job satisfy all the ingredients contained in Section 10 of the Contract Labour (Regulation & Abolition) Act, 1970 work suiting abolition of contract labour in the said job. It is stated that the contract awarded by CPWD in favour of contractor for carrying out perennial nature of job is bad in law and the contract itself is vague which ought to be lifted in Industrial adjudication.

That the workmen are placed under the direct control and supervision of Principal Employer and the contractor has no role to play in day to day affairs of working of the workmen. It is stated that the nature of job performed by the workmen are similar to the workmen posted on regular basis and they work as if under the Principal Employer.

That each of the workmen has completed 240 days in each year of working, requiring the establishment of Principal Employer to regularize them in the Principal Employer.

That the workmen through the union send a demand notice to the management requesting therein for their regularization/absorption in the establishment of the CPWD since their respective date or appointment through contractor with consequential benefits but the management has neither replied nor complied with the said notice.

That the workmen through their union also filed a claim before the ALC (C), Curzon Road, New Delhi for initiating the conciliation proceedings for directions to the management to regularize/absorption in the establishment. The management was called in the conciliation proceedings and the management duly participated in the same but failed to settle the dispute and did not regularize the workmen in the establishment despite efforts made by the conciliation officer.

That after being satisfied the conciliation officer referred the dispute to this Hon'ble Tribunal for proper adjudication of the dispute. The appropriate Govt./ Conciliation Officer referred the dispute vide reference No. L-42012/213/2003-IR (CM-II).

It is, therefore, most respectfully prayed that this Hon'ble Tribunal may pass an award in favour of the workmen and against the management directing the management to permanently absorb/regularize the workmen in the establishment of CPWD since their respective date of initial appointment through contractor with consequential benefits in the matter of pay/emoluments and other benefits. Any other relief which this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the present case.

The management has filed written statement. In the written statement it has been stated that the present dispute does not come under the purview of the Industrial Disputes Act, 1947. It is submitted that the workmen were never employed by the management in their establishment. It is, further submitted that the workmen were engaged by a contractor and the work to them was given as per the contract agreed between the parties. Therefore, the present claim petition is totally false, frivolous and misconceived and gross abuse of process of this Hon'ble Court. Therefore, on the sole ground itself the present claim petition filed by the workmen is liable to be dismissed.

It is submitted that there is no relationship of employer and employee in existence in between the management and workmen. Therefore, the question of industrial dispute does not arise. Therefore, on this ground the claim petition of the workmen is liable to be dismissed.

That this office has no knowledge in this regard as to whom the contractors engaged for the operation of the lifts during the periods. As per the condition of the contract and schedules of works (photocopy enclosed as Annexure - I & II) the contractor was paid for operation of the lifts on shifts basis. The labours were to be engaged by them accordingly. The terms of contract stipulated a recovery for non-operation of lift due to absence of the lift operating personnel. This office did not have a direct control over the labours engaged by the contractor.

The matter regarding abolition of contract labour in CPWD had been taken up for hearing by the Hon'ble High Court of Delhi in various writ petitions for Abolition of Contract Labour (Regulation & Abolition) Act, 1970. The Hon'ble High Court in their judgment dated 26-05-2000 in Civil Writ Petition No.3741/1998 alongwith other Civil Writ Petitions enumerated therein (Annexure-III) have observed thus, "these writ petitions are accordingly disposed of with the following directions."

If the decision is taken to abolish the contract labour in particular job/work/process in any of the offices/establishments of CPWD [as per terms of reference contained in resolution of the Supreme Court in Air India Statutory Corporation (Supra)] such contract workers would be entitled to be absorbed with CPWD and would be entitled to claim the benefits in terms of the aforesaid judgment. In case of the decision of the "appropriate government" is not to abolish contract labour system in any of the work/jobs/process in any offices/establishments of CPWD the effect of that would be that contract labour system is permissible and in that eventuality CPWD shall have the right to deal with these contract workers in any manner it deems fit.

The exercise undertaken by the "appropriate government" u/s 10 of the Act standing with the formation of a committee by resolution dated 30th March, 2000 should be completed as expeditiously as possible and in any case within a period of six months from today. There shall be no order to costs.

In pursuance of the above judgment, the Ministry of Labour vide their notification dated 31-07-2002 (Annexure-IV) have prohibited employment of contract labour in the processes, operation or works done by the certain category of posts as enumerated therein. However, in the category of lift operator and other posts, the employment of contract labour has not been prohibited and therefore employment of contract labour in these categories is in accordance with the law.

It is vehemently denied that the workmen employed by the contractor are under the direct control of this office. It has already been stated against para 1 as above that this office has no role to play as regards their engagement to the work. It is for the contractor to supervise them and pass suitable instructions to them for specific task to be carried out as per the terms and scope of the contract.

There is no question of any regularization of services by the department as the workmen are the labours engaged by the contractors. It is for the contractor to know the periods for which any workman has been engaged by him. Further there is no direct employer/employees relationship both the applicant and the management of CPWD. No contract labour is entitled to automatic absorption in view

of the Hon'ble Supreme Court of India Judgment dated 20-06-2001 in SAIL Case.

That the demand of the CPWD Karmachari Union (Regd.) Shri Anand Kumar Gautam and Shri Mani Lal Sah is unjustified and illegal. It is, therefore, prayed to dismiss their applications which are devoid of any merit.

In view of the foregoing, it is, therefore, most respectfully prayed that this Hon'ble Court may graciously be pleased to dismiss the claim petition filed by the workmen against the management with costs.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the contents of his claim statement and has denied most of the para's of the written statement. The management has also denied most of the para's of the claim statement.

Evidence of both the parties has been taken.

Both the parties have filed written arguments.

It was submitted that the workmen Shri Anand Kumar Gautam was initially induced on 08-12-1995 and Shri Mani Lal Sah was induced on 14-04-1996 as Lift Operator through the private contractor, management no. 2 for discharging the job of operating the lift for Principal Employer, management no. 1. They have been discharging their duties till date.

It was further submitted that the nature of job discharged by both the workmen is perennial and permanent in nature and the job satisfy all the ingredients contained in Section 10 of the Contract Labour (Regulation & Abolition) Act, 1970 work suiting abolition of contract labour in the said job. It is stated that the contract awarded by CPWD in favour of contractor for carrying out perennial nature of job is bad in law and the contract itself is vague which ought to be lifted in Industrial adjudication.

It was further submitted that the workmen are placed under the direct control and supervision of Principal Employer and the contractor has no role to play in day to day affairs of working of the workmen. It is stated that the nature of job performed by the workmen are similar to the workmen posted on regular basis and they work as if under the Principal Employer.

It was submitted from the side of the management that the matter regarding abolition of contract labour in CPWD had been taken up for hearing by the Hon'ble High Court of Delhi in various writ petitions for abolition of Contract Labour (Regulation & Abolition) Act, 1970. The Hon'ble High Court in their judgment dated 26-05-2000 in Civil Writ Petition No. 3741/1998 alongwith other Civil Writ Petitions enumerated therein (Annexure-III) have observed thus, "these writ petitions are accordingly disposed of with the following directions."

If the decision is taken to abolish the contract labour in particular job/work/process in any of the offices/establishments of CPWD [as per terms of reference contained in resolution of the Supreme Court in Air India Statutory Corporation (Supra)] such contract workers would be entitled to be absorbed with CPWD and would be entitled to claim the benefits in terms of the aforesaid judgment. In case of the decision of the “appropriate government” is not to abolish contract labour system in any of the works/jobs/process in any offices/establishments of CPWD the effect of that would be that contract labour system is permissible and in that eventuality CPWD shall have the right to deal with these contract workers in any manner it deems fit.

The exercise undertaken by the “appropriate government” u/s 10 of the Act standing with the formation of a committee by Resolution dated 30th March, 2000 should be completed as expeditiously as possible and in any case within a period of six months from today. There shall be no order to costs.

MW1 has admitted that the work of Lift Operator is a permanent nature of job. There are already 9 workmen working. The workmen are still working in the department. From the categorical admission of the management witness it becomes quite obvious that the work is of permanent nature and the workmen are still discharging their duties. There is work of 9 workmen.

The case of the management is that the workmen are engaged through contractors. In case the work is of perennial and permanent nature, contract labour should not be engaged.

It was submitted from the side of the management that in view of Uma Devi 2006 SCC (L&S) 753 no question of regularization arises. The Hon’ble Supreme Court in the same case has also emphasized that the Courts/Tribunals in their sympathy for the handful adhoc/casual employees before it cannot ignore the claims for equal opportunity for the teeming millions of the country who are also seeking employment. In such case, the Courts/Tribunals should adhere to the constitutional norms and should not water down constitutional requirement in any way.

It has been held in 2006 SCC (L & S) 753. “one aspect needs to be clarified. There may be cases where irregular appointment (not illegal appointments) as explained in S.V. Narayanappa, R.N. Nanjundappa and B.N. Nagarajan and referred to in para 15 above of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of the courts or of tribunals.”

It has been held in (1992) 4 SCC 118. “Regularization—Ad hoc/Temporary govt. employees—

Principles laid down—Those eligible and qualified and continuing in service satisfactorily for long period have a right to be considered for regularization—Long continuance in service gives rise to a presumption about need for a regular post—But mere continuance for one year or so does not in every case raise such a presumption—Govt. should consider feasibility of regularization having regard to the particular circumstances with a positive approach and an empathy for the concerned person.”

“Labour Law—Regularization—Work charged/casual/daily wage workers—In case of long continuance in service presumption for regular need of service would arise obliging authority concerned to consider with a positive mind feasibility of regularization—Statutory/public corporations should also follow suit.”

It was submitted from the side of the management that a Court or a Tribunal has no power to direct regularization of services of adhoc employees. It can at the most direct the management to frame a scheme for regularization of services of the employees and consider such adhoc employees in accordance with the scheme after considering vacancies, qualifications, seniority among similarly placed employees and past record including attendance etc.

In Uma Devi’s case the Constitution Bench has categorically laid down that in case workmen have been working continuously for 10 years and not on the basis of orders of Courts, their cases may be considered for regularization.

The Tribunal has to examine relationship between the management and the workmen. It is to be examined whether there exists master and servant relation or not. It has been held in 1999 Lab I C 825 that the Tribunal can give findings that contract between the Company and its contractors is sham and bogus. The finding will not obviously abolish the contract labour system so the matter referred to here is regarding the factual finding whether contract is sham and bogus. There is no reference regarding abolition of contract labour.

In the present case also almost 2 workmen have been working since 1995/1996. The contractors have changed every year as per the admission of the management witness. 2 workmen have been performing work since 1995/96. The workmen worked in the establishment of the management. The management has control and supervision over the contractor’s men, the workmen remaining the same. The contract is changed every year so certainly this is a facade of the papers and contract is camouflage and sham and bogus. The entire establishment is owned and maintained by the management where the contractor’s men are employed. The contract is not genuine one.

It was submitted from the side of the workmen that the CLRA 37 of 1970 is an act to further social welfare and general interest of the community. The contract labour is to be abolished whenever the contract is found sham and not genuine. In the instant case the contractor is only name giver. The workmen are under the control and supervision of the management.

It has been held by the Hon'ble Supreme Court in AIR 1986 SC 1—workman ARI Ltd. Versus ARI Ltd. Bhaw Nagar that the Tribunal has jurisdiction to examine the reality behind the facade of paper arrangement of contract labour system so according to the judgment of the Apex Court the Tribunal can examine the genuineness or otherwise of the contract labour. I find no force in the argument of the management.

It was further submitted that the management is an instrumentality of the Central Government. They are charged with the duties of discharging their functions in a fair and just manner. They are expected to act justly and fairly and not arbitrarily or capriciously. The management has not been acting fairly impartially and reasonably. It is their duty to act fairly. Contractors have been changed but the workmen remain the same. It is almost the admitted case of the management.

The Hon'ble Supreme Court in AIR 2001 SC 3527 has held that the industrial adjudicator will have to consider the question whether the contract has been interposed either on the ground of having undertaken to produce any given result for the establishment or supply of contract labour for work of the establishment under the genuine contract or whether it is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefits thereunder. If the contract is not genuine the alleged contract labour should be treated as the employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. In the instant case it is proven fact that the contractors are mere name givers and job leaders. The workmen work under the control and supervision of the management.

It has been held in AIR 1953 SC 404 that if a master employs a servant and authorize him to employ a number of persons to do a particular job and to guarantee their fidelity and efficiency for cash consideration, the employees thus appointed by the servant will be equally with the employer servant of the masters. In the instant case there is no servant to employ a number of persons. The name of the contractor is fake one. The workmen have been retained in the service of the management since 1995/96. 2 workmen have been working continuously since 1995/96 and they have become an asset to the management.

It has been held in 1997 AIR SCW Page 430 that the industrial adjudicator should decide whether there is valid

contract or it is a mere ruse/camouflage and if it is found that the contractor is only a name giver the management should be directed to regularize the workmen. In JT 2003 (1) SC 465—the Hon'ble Supreme Court has held that industrial adjudication is appropriate remedy for the alleged contract workers. In (2000) 1 SCC 126—the Hon'ble Supreme Court has held that there are multiple pragmatic approach/factors which should be considered in deciding employer and employee relationship. According to the criteria there should be control and integration. The management has doubtless control over the alleged contractor's men as they work in the establishment of the management. They are integrated to the service of the management. There are no terms and conditions of the contract so there is master and servant relationship. The creation of contract labour is only sham and camouflage and the employer cannot be relieved of his liabilities.

In JT 1999 (2) SC 435—the Hon'ble Supreme Court has held that if the work is of perennial nature or of sufficient duration, contract workers shall be considered to be the direct employees of the management and they are entitled to be absorbed permanently as employees of the management. The work in the instant case, no doubt, is of perennial nature as the workmen have been continuously working since 1993. It is for sufficient duration. So the alleged contractor's men will become the servant of the management. The management has some vested interest i.e. why the management is continuing the workmen since 1993 and in order to veil this reality the management is giving the name of several contractors every year. The management is doing violent injustice to the workmen. They have been deprived of the facilities and emoluments of regular employees since 1993. The intermediary has been introduced in order to deprive the workmen of their rights. The work is not of seasonal nature. Such workmen should not be deprived of their legitimate right.

It was submitted from the side of the management that the workmen are the contractor's men and this Tribunal has no jurisdiction to regularize the workmen. Only the Central Government can abolish the contract labour and direct for regularization of the contractor's men. There is no merit in the argument of the management. The Hon'ble Supreme Court in a Citra of cases has decided that it is the duty of industrial adjudicator to examine and give findings whether contract labour is sham and a mere camouflage to evade the responsibility of the management.

In Pollock's Law of Torts a servant and an independent contractor has been defined as under:—

The distinction between a servant and an independent contractor has been the subject matter of a large volume of case-law from which the text-book writers on torts have attempted to lay down some general tests. For example, in

Pollock's Law of Torts, (Pages 62 & 63 of Pollock on Torts, 15th Edn.) the distinction has thus been brought out :

"A master is one who not only prescribes to the workman the end of his work, but directs or at any moment may direct the means also, or, as it has been put, retains the power of controlling the work, a servant is a person subject to the command of his master as to the manner in which he shall do his work An independent contractor is one who undertakes to produce a given result but so that in the actual execution of the work is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified beforehand"

In Salmond's Treatise on the Law of Torts the distinction between a servant and independent contractor has been indicated as under :—

"What then, is the test of this distinction between a servant and an independent contractor ? The test is the existence of a right of control over the agent in respect of the manner in which his work is to be done. A servant is an agent who works under the supervision and direction of his employer; an independent contractor is one who is his own master. A servant is a person engaged to obey his employer's orders from time to time; an independent contractor is a person engaged to do certain work, but to exercise his own discretion as to the mode and time of doing it—he is bound by his contract, but not by his employer's orders."

The management retains the power of controlling the work so the workmen are the employees of the respondent/management.

The test regarding independent contractor and intermediaries have been laid down in Hussainabhai, Calicut V. the Alath Factory Thezhilali Union Kozhikode {AIR 1978 SC 1410 (3 Judges)} "the true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom the workers have immediate or direct relationship as contract is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type

of industry, the local conditions and the like may be resorted to when labour legislation casts welfare obligations on the real employer, based on Articles 38, 39, 42, 43 and 43-A of the Constitution. The Court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances."

The case law has been affirmed by the Constitution Bench Judgment in Steel Authority of India. In case the security job chokes off, the workmen would be laid off. Such contract is prohibited; it is not a contract for a given result.

My attention was drawn to the Constitution Bench Judgment in Scale (2006) 4 Scale. It has been held in this case as under :—

"A. Public employment in a sovereign socialist secular democratic republic has to be as set down by the Constitution and the laws made thereunder. Our constitutional scheme envisages employment by the Government and its instrumentalities on the basis of a procedure established in that behalf. Equality of opportunity is the hallmark and the Constitution has provided also for affirmative action to ensure that unequals are not treated equals. Thus, any public employment has to be in terms of the constitutional scheme.

B. A sovereign government, considering the economic situation in the country and the work to be got done, is not precluded from making temporary appointments or engaging workers on daily wages. Going by a law newly enacted, the National Rural Employment Guarantee Act, 2005, the object is to give employment to at least one member of a family for hundred days in a year, on paying wages as fixed under that Act. But, a regular process of recruitment or appointment has to be resorted to, when regular vacancies in posts, at a particular point of time, are to be filled up and the filling up of those vacancies cannot be done in a haphazard manner or based on patronage or other considerations. Regular appointment must be the rule.

My attention was drawn to another Constitution Bench Judgment—Steel Authority of India. It has been held as under :—

"Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workmen. But where a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given

result for the establishment or because he supplies workmen for any work of the establishment, a question may IOC arise whether the contract is a mere camouflage as in Hussainabhai Calicut's case (*supra*) and in Indian Petrochemicals Corporation's case (*supra*) etc; if the answer is in the affirmative, the workmen will be in fact an employee of the principal employer, but if the answer is in the negative, the workmen will be a contract labourer."

In the instant case the workmen have not been hired in connection with the work of a contractor but they have been hired by the contractor for the work of the respondents. So in the instant case there is contract of service between the principal employer and the workmen. In view of the judgment the workmen become the employees of the management.

The Constitution Bench Judgment of Steel Authority of India is squarely applicable in the instant case. In JT 2001 (7) SC 268 it has been held that "121 (5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of Contract Labour or otherwise, in an industrial dispute brought IOC before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned."

It has been held in this case that whether there is prohibition of contract labour or otherwise the industrial adjudicator will have to consider the question and in case the contract appears ruse and camouflage to evade compliance with various beneficial legislations the so-called contract labour will have to be treated as the employee of the principal employer and he shall be directed to regularize the services of the contract workers.

Engagement of contract workers for perennial and regular nature of job is prohibited. The security function is a perennial nature of job. So long as the respondents exists there would be need of security for them, so the work is of existing, continuous and perennial in nature for such work contract workers cannot be employed.

According to well recognition definition of contract it is an agreement for a given result. The result should be visible. Contract labourers can't be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment.

In view of the above discussion it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been changed. So the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is in-human. The contractors are the direct employees of the respondent/management.

From the foregoing it becomes quite obvious that these two workmen have been working regularly and even without artificial breaks since 1995-96. The contract is camouflage. There is direct relation of master and servant between the respondent and the workmen.

In Uma Devi's case, the Hon'ble Apex Court has directed that if the workmen have been working for 10 years regularly and without orders of Court the Government should consider feasibility of their regularization, but the government has not considered so. These workmen have worked for more than 11 years. Their services have not been regularized, so the workmen deserve regularization within two months from the date of publication of the award.

The reference is replied thus:—

The demand of the CPWD-Karamchari Union (Regd.) in relation to regularization/absorption of the services of S/Shri Anand Kumar Gautam and Mani Lal Sah, Contract Labourers through M/s. Kiran Elevator Service in CPWD, New Delhi who undertakes the job of operating the lifts in the establishment of Lady Harding Medical College and allied Hospitals, New Delhi is legal and justified. The above named workmen deserve regularization. The respondent no. 1 should regularize the workmen on the post of Lift Operators from the date of the award.

Award is given accordingly.

नई दिल्ली, 27 फरवरी, 2007

का.आ. 866.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू.डी. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 74/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2007 को प्राप्त हुआ था।

[सं. एल-42012/40/2001-आई.आर. (सी-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th February, 2007

S.O. 866.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 27-02-2007.

[No. L-42012/40/2001-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

R.N. Rai, Presiding Officer

I.D. No. 74/2001

IN THE MATTER OF:

Shri Sushil Kumar & Others,
C/o General Secretary,
CPWD Mazdoor Union, E-26 (Old Qtrs.),
Raja Bazar, Baba Kharak Singh Marg,
New Delhi-110001.

Versus

The Executive Engineer,
Parliament Works Division-III,
CPWD, I.P. Estate,
New Delhi-110002.

AWARD

The Ministry of Labour by its letter No. L-42012/40/2001-IR (C-II) Central Government dt. 10-09-2001 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the action of the Executive Engineer, Parliament Works Division III, CPWD, I.P. Estate,

New Delhi in not regularizing the services/granting permanent status and not paying equal pay for equal work to E.Clerk S/Sh. Sushil Kumar working since 8-1-96, Raman Kanajiya working since 8-1-96 and Akhilesh Kumar working since 1-8-96 is legal and justified ? If not, to what relief the workmen are entitled to ?”

The workmen applicants have filed claim statement. In the claim statement it has been stated that the details of the above workmen who have been employed as Inquiry Clerk are given as under :

Name of Workman Shri Sushil Kumar, Father's Name Shri Dashrath Singh, educational qualification—graduate, Age 27 years, date of employment—8-1-96, designation—Enquiry Clerk equivalent to LDC attached with Sub. Division Asst. Engineer-IV payment Rs. 1,900 per month.

Name of Workman Shri Ramesh Kanodia, Father's Name Shri Girdhari Lal, Educational qualification 10 + 2, age—29 years, date of employment—8-1-1996, designation—Enquiry Clerk equivalent to the LDC, monthly payment—Rs. 1,900 per month attached with Sub. Division Asst. Engineer-IV.

Name of workman Shri Akhilesh Kumar, Father's Name Shri Chhotla Lal, educational qualification—BA, age 28 years, date of employment 1-8-98, designation—Enquiry Clerk equivalent to LDC, wages per month—Rs. 1,900 attached with the Sub. Division Asst. Engineer-IV.

All the above workmen have been performing their duties as Enquiry Clerk equivalent to LDC in the Sub. Division—IV, Parliament Work Division-III.

That the qualification of LDC is matriculate given by the management and in this case the workmen are having more higher qualification than fixed for the post of clerk.

That all the workmen have been performing their duties equivalent to regular LDC/Enquiry clerk posted in different Divisions under the CPWD.

That the above workmen were denied even minimum wages as the above workmen are also entitled to the equal pay for equal work.

That in CPWD all the daily rated workmen whose designation were given a Hand Receipt/Muster Roll were being paid equal pay for equal work.

That the management with a view to deny the status and privileges of permanent workman retain them on daily rated which is unfair labour practice as envisaged in Item No. 10, V Schedule under Section 2 (ra) of the ID Act and violation of the said provision has a penalty for committing

unfair labour practice under Section 25U and 31 of the said Act. The same is reproduced as under :

"xxx 10. To employ workmen as 'badlis' casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privilege of permanent workmen." xxx

That the duty was taken from the workmen by the Executive Engineer, Asst. Engineer and J.E. and also attendance was marked by the concerned officers of the division.

That less payment of the minimum wages is a forced labour and in CPWD LDCs were also performing duties of clerical nature and have been getting their wages in the time scale of Rs. 3050-4590 and the workmen S/Sh. Sushil Kumar, Raman Kanojia and Akhilesh Kumar are also entitled to be regularized in the proper time scale of Rs. 3050-4590.

That these workmen have been performing their duties directly under the supervision and control of Junior Engineer/Assistant Engineer concerned.

That the management has indulged in unfair labour practice while employing the workmen as badlis or casual with the object of depriving them of the status and privilege of permanent workmen are entitled to be regularized in the time scale by the management.

That the workmen have raised the disputes of regularization and grant of equal pay for equal work before the Assistant Labour Commissioner on 2nd February, 2000 then the services of workmen were terminated w.e.f. 14-6-2000 without taking prior permission under Section 33 of the ID Act and the management did not pay even one month wages in lieu of one month notice, notice pay, compensation so on behalf of workmen complaint under Section 33A of ID Act were also filed before the Conciliation Officer. Copy of the statement of claim regarding regularization of their services dated 2nd Feb. 2000 and also the complaint under Section 33A of ID Act dated 27-7-2000 are enclosed as Annexure-A and Annexure-B respectively with this statement of claim.

That the management did not take prior permission from Assistant Labour-cum-Conciliation Officer (Central) as the dispute for regularization etc. were pending before him and the workmen directly connected with the dispute so without taking prior permission under Section 33 (1) (b) verbal order of termination dated 14-6-2000 is non est and non-operative and the workmen is entitled to get their wages.

That this Hon'ble Tribunal as per item 7 of 3rd Schedule under Section 7A of the Industrial Disputes Act has its jurisdiction to classify the workmen as regular and permanent.

That this Hon'ble Court is eradicate the unfair labour practice for employing the workmen as casual or temporary as the workmen after fulfilling all the conditions as they were employed after taking proper interview and test and workmen were within the jurisdiction of the aforesaid for their employment in regular categories and also having educational qualifications to regularize their services.

That the workmen are entitled for regularization of their services/granting permanent status and also equal pay for equal work being a daily rated workmen as per the policy and judgement of Hon'ble Supreme Court dated 17 January, 1986 all the workmen of CPWD were are getting the wages except increment from the date of their initial employment so these workmen are also entitled equal pay from the date of their initial employment.

The Management has filed written statement. In the written statement it has been stated that the claimants/workmen are not falling under the definition of "Workman" as per the provisions of the Industrial Disputes Act, 1947 and the present claim under reply is not maintainable before this Hon'ble Tribunal. It is respectfully submitted that the answering management has never appointed/engaged the claimants/workmen herein. There exist no employer-employee relationship between the answering management and the workmen since the claimants were not employed by the CPWD Management, and hence, it is respectfully submitted that present claim of the claimants/workmen under reply is liable to be dismissed by this Hon'ble Tribunal on this ground alone.

That the claimants/workmen have no cause of action in their favour and against the management. It is respectfully submitted that the claimants/workmen were never engaged by the answering respondent at any point of time for any work and therefore, the workmen have no cause of action against the answering management and in their favour and hence, present claim under reply is liable to be turned down by this Hon'ble Tribunal on this ground alone.

That the present claim of the claimants/workmen is bad for non-joinder of the necessary party for just and proper adjudication of the matter. It is respectfully submitted that the claimants/workmen herein were engaged by some contractor and the payment were received by them from the contractor to whom certain work was awarded. It is submitted that the workmen herein have failed to make the said contractor a necessary party for the just and proper adjudication of the matter by this Hon'ble Tribunal. The workmen have not even disclosed the name(s) of the said contractor(s). Hence, it is respectfully submitted that the present claim of the claimants/workmen under reply is bad for non-joinder of necessary party and therefore, the claim in its present form is liable to be dismissed by this Hon'ble Tribunal on this ground alone.

That the present claim of the workmen is time barred and therefore, not maintainable without prejudice to its

rights and contention of the answering management, it is respectfully submitted that the claim of the workmen that they received less wages is time barred. Answering management has not received and complaint in this regard from the applicant.

That the workmen/claimants herein have come before this Hon'ble Tribunal by concealing material facts which are necessary any essential for just and proper adjudication of the matter. It is respectfully submitted that the claimants herein were engaged by the contractor(s) and not by the answering management. However, this fact was knowingly and deliberately concealed by the claimants herein from this Hon'ble Tribunal. Hence, the present claim under reply is liable to be dismissed by this Hon'ble Tribunal on this ground alone.

Since the selection of LDC is done by Staff Selection Commission through its process of recruitment and selection. Further, there is no recognized category of Enquiry Clerk and hence, there is no sanctioned post of Enquiry Clerk in Department. Hence, the claim under reply is not maintainable and is liable to be dismissed by this Hon'ble Tribunal on this ground also.

That the contents of Para No. 1 of the claim are a matter of record and therefore, need no reply.

That the contents of Para No. 2 of the statement of claim are denied. In reply to this para, it is respectfully submitted that the answering respondent has never engaged the claimants herein at any point of time for performing the duty of Enquiry Clerk in Sub-Division IV of Parliament Works Division-III and also there is no sanctioned post of 'Enquiry Clerk' in the department. As a matter of fact, the management generally enters into an agreement with various contractors from time to time for certain works to be executed after call of tenders. The contract contains various terms and conditions including the tenure of contract, amount to be paid to the contractor at the end of the execution of the work, etc. The answering respondent craves leave of this Hon'ble Tribunal to elaborate and explain the detailed terms and conditions at appropriate stage of hearing. The contractor receives payment directly from the answering management for execution of work as per the terms and conditions of the contract. Therefore, the contents of Para-2 under reply is wrong, false and fabricated and therefore, denied.

That the content of Para-3 of the claim under reply are false, frivolous, misconceived and denied. It is categorically denied that the claimants herein have been performing their duties as Enquiry Clerk equivalent to LDC in the Sub-Division-IV. Parliament Works Division-II. In reply to this para, it is respectfully submitted that the answering management has never engaged any person for performing the duty of Enquiry Clerk as there is no recognized category of Enquiry Clerk in the department and therefore, it is wrong to allege that the workmen herein

have performing their duties as Enquiry Clerk equivalent to LDC. The duties of LDCs of CPWD are diary/dispatch, preparation of pay bills of Work-charged Staff, contractors' bills, typing works, etc. But, the persons who work in Enquiry Office do write down the complaint, attend telephone calls, transfer the complaints from Complaint Register to complaint registers of various sections etc. Therefore, it is quite clear that the work of an LDC cannot be compared to as claimed by the workmen. Here it may also be added that in one similar case of Shri Chandrasekharan and others, the Principal Bench, New Delhi of the CAT, in their judgement dated 1-3-2000 (copy enclosed) held as under :—

"The applicants rely upon the judgement in Ram Nath Singh *V.* Union of India, OA 712/91 decided on 5-5-93 by the Principal Bench of the Tribunal has given a direction to the respondents to consider the cases of the applicants therein for regularization in the post of clerk on the ground that they had rendered 240 days services each in the two consecutive years. In the above case also the applicants were Beldars. But it is seen from the judgement that the Tribunal has not kept in view the applicability of the recruitment rules which, in our view, are material for the purpose of appointment and regularization in the post of clerks. There is no discussion in this regard. In Shri Jetha Anand and Others. *Vs.* Union of India and others, Full Bench Judgements CAT Vol. I/Page-353, (Bahri Brothers), the Principal Bench held that a Railway servant can be reverted, even if he was promoted and had been working in the promoted post since a long time, if he was not qualified in the Selection test for being appointed, as per the relevant recruitment rules. The same ratio applies to any post where the post is governed by the recruitment rules. The OA, therefore, fails and is accordingly dismissed".

That the contents of para no. 4 of the statement of claim are misconceived, wrong and hence denied. In reply to this para, it is submitted that the selection to the post of LDC is done through open competitive examination conducted by the Staff Selection Commission through its process of recruitment and selection and the answering respondent has no saying the selection process of the S.S.C. It is a common knowledge that for the post of LDC in addition to required educational qualification one has to go through various selection tests conducted by the S.S.C. The claimants in this dispute with a malafide motive want to have backdoor entry without going through the Selection Process of S.S.C.

That the contents of para 5 of the statement of claim under reply are wrong, misconceived, and hence denied. It is vehemently denied that the workmen herein have been performing their duties equivalent to regular LDC posted

in different divisions of the CPWD. In reply to this para, it is submitted that without prejudice to its rights and contentions of the respondent that there is no recognized category of Enquiry Clerk in the department and therefore there is no sanctioned post of Enquiry Clerk, as such, in the department and the duty of LDC recruited through S.S.C. cannot be equated with persons noting down complaints of allottees. The duties of LDCs of CPWD are diary/dispatch, preparation of pay bills of Work-charged staff, contractor bills, typing work etc. But persons who work in Enquiry Office to write down the complaints, attend telephone calls, transfer the complaints from Complaint Register to Complaint Registers of various sections, etc. It is quite clear that the work of an LDC cannot be compared to as claimed by the workmen.

That the contents of Para Nos. 6 & 7 of the claim under reply are false, frivolous, misconceived, baseless and hence denied. In reply to this para, it is submitted that the workmen herein were never engaged by the answering management as mentioned in the foregoing paras of this reply. The answering management has no control over the process of engagement of workers by the contractor for execution of work awarded to them. There are clear cut provisions in the contract that the works to be performed by the contractor as per the terms and conditions laid down in the contract and the amount payable to them for the job done etc. Further, so far as the daily rated workmen of the CPWD are concerned, the claimant herein cannot be equated or compared with the hand receipt/muster roll workers of CPWD. The claimants were never appointed by the answering management at any point of time.

That the contents of Para No. 8 of the claim under reply are false, wrong, frivolous, misconceived, and denied. It is categorically denied that the answering management with a view to deny the status and privilege of permanent workmen retain them on daily rated which is unfair labour practice as envisaged in item 10 of fifth schedule under Section 2 (ra) of the Industrial Disputes Act, 1947 and rest of the para of the claim is denied as misconceived, irrelevant to this present case as there is no violation of the said provisions of the Act. In reply to this para, it is submitted that the submissions made in the preliminary objections as well as the foregoing para of the present reply on merits may be read as part and parcel of reply to the corresponding paras of the claim which are not repeated here for the sake brevity.

It is also submitted that the claimants were never engaged directly or indirectly by the management of CPWD nor have any control on them as the contract provides for running of Enquiry Office round the clock and direct control cannot be possible round the clock a duty of officers of management is for 8 hours a day. As such, there is no question of giving any status and privilege to the persons under reference. The management has only entered into an agreement after call of tenders expressly to do the work as

mentioned in the contract documents and the contractor has agreed to do the job as required by the management and as such, the works done by the claimants in terms and conditions of the contract and there is no question of unfair labour practice.

The management has no control whatsoever on the persons engaged by the contractor and specific job was assigned to the contractor in terms & conditions of the contract and the payment was also made directly to the contractor for the work done by him.

That the contents of Para 9 of the claim are misconceived and therefore denied. In reply to this para, it is submitted that the works are awarded to various contractors and all necessary instructions for doing the works are given by the answering management to the respective contractor only. The terms and conditions of the contracts were express. The works specified in the contract were clearly and expressly stated. The time and amount to be paid was also expressly stated. All the jobs related to a particular contract is being given to the contractor concerned and the contractor in turn takes the duty from his workmen, if any and not the answering management. The answering management only supervise the progress of the work and regular intervals as and when necessary before payment to the contractor. There was no direct control of the management of CPWD over the persons engaged by the contractor as have been stated in Para-8 above.

That the contents of Para-10 of the claim are misconceived, wrong and therefore denied. As have been stated in the preliminary objections and as per special conditions of the contract, there is no question of less payment. As have been stated in the aforesaid para, the management of CPWD entered into an agreement with the contractor with respect to terms and conditions, for a fixed sum of money and for a fixed time and specific jobs to be done and the contractor was paid in terms and conditions of the contract and as such, there is no question of either payment of less payment by the management to the persons employed by the contractor.

The department has no control whatsoever on the persons engaged by the contractor as have been stated in Para-8 above. Action for any breach of the contract was as per terms and conditions of the contract and as such, the management has no direct control or supervision of the persons employed by the contractor. The job performed by the LDC's of the answering management can never be equated with that of the workmen herein and the claim of the workmen for regularization is baseless and therefore, strongly denied as they have never engaged by the Answering Management.

Again, the contents of Para 10A of the claim (which has been again mentioned by the claimant in the Objections)

of claims) are false, frivolous, misconceived and therefore, denied. In reply to this para, it is submitted that the workmen engaged by the contractor have never performed their duties directly under the control of the management. As have been stated in the aforesaid paras, the contractor was assigned a specific job and paid for the same after satisfactory completion of the same job. The terms and conditions of the job were mentioned in the agreement entered with the contractor and the progress of the work was only supervised by the answering management at regular intervals of time as and when felt necessary and the payment were regulated to the contractor as per terms and conditions. As such, the department had never any direct control of supervision over the persons employed by the contractor. As have been stated in Para 8 per conditions of contract, the contractor was required to run the enquiry office round the clock whereas officials of Management are available for 8 hours, as such, there was no direct control of management. As such, the claim is false, frivolous, mis-conceived and denied.

That the contents of para-11 of the claim under reply are false, wrong, frivolous, misconceived and denied. It is categorically denied that the answering management has indulged in unfair labour practice while employing the workmen as badlis or casual with the object to depriving them of the status and privilege of permanent workman. It is vehemently denied that the workmen are entitled to be regularised in the time scale by the management.

In reply to this para it is submitted that the submissions made in the preliminary objections as well as in the foregoing paras of the present reply on merit may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

In reply to this para, it is submitted that as have been stated in the aforesaid paras, the management entered into an agreement with the contractor for doing a particular work which has been expressly stated by the management in the contract documents with conditions and the contractor has agreed to do that specific work at a fixed rate of amount and the same was to be got done in terms and conditions of the agreement entered between the management and the contractor. As such, the provision of Industrial Disputes Act, 1947 are not applicable in this particular case. Since, there was no provisions in the contract document that who is to be employed by the contractor, the contractor may employ any persons of his choice which is required that the conditions of the contract should be fulfilled. As such, the management has no authority that the provision of Section-33 of the I.D. Act are made applicable in the present case. As have been stated in the preliminary objections, the provisions of I.D. Act are not at all applicable in this present case. As such, the department has no authority to ask the contractor to

make applicable the provisions of Section-33 of the I.D. Act. As the persons employed by the contractor were never employed by the answering management, therefore, there is not question of termination of their services. Therefore, the allegations made by the claimants are false, frivolous and vehemently denied.

That the contents of Para No. 14 of the claim are misconceived and denied. In reply to this para, it is submitted that there is no basis on which these workmen have to be classified. The contents of preliminary objections as well as the reply on merits in aforesaid para may be read as part and parcel of the reply to the corresponding para of the claim which are not being repeated herein for the sake of brevity.

That the contents of Para No. 15 of the claim are false, frivolous, wrong and denied. In reply to this para, it is submitted that the answering management has never employed the workmen herein and has never indulged in unfair labour practice. It is categorically denied that the answering management has never conducted any interview/test of the workmen herein in terms of regular conditions of employment. It is further submitted that the workmen are not entitled for regularisation/employment in regular categories. It is a common knowledge that after fulfilling the required age and qualification, a candidate has to go through various tests/interview conducted by the Staff Commission for the appointment of a regular sanctioned post. Therefore, the contents of para No. 15 of the claim are denied.

That the contents of Para No. 16 of the claim are misconceived, frivolous, contrary to records and therefore, vehemently denied. It is categorically denied that the workmen herein are entitled for regularisation of their service/granting permanent status and also equal pay for equal work. Rest of the para is misconceived and therefore denied. In reply to this para, it is submitted that the workmen herein have no cause of action whatsoever against the answering management and therefore, they are not entitled for any relief whatsoever.

The workmen applicants have filed rejoinder. In their rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workmen applicants that Shri Sushil Kumar was engaged on the post of Inquiry Clerk equivalent of LDC on monthly payment of Rs. 1900 from 08-01-1996. Shri Raman Kanoujiya was engaged on the same post w.e.f. 08-01-1996 on the monthly

wages of Rs. 1900 per month and Shri Akhilesh Kumar was engaged on the same post w.e.f. 01-06-1998 @ Rs. 900 per month. The workmen worked up to 14-06-2000. Their services were terminated when they raised dispute for regularization and grant of equal pay for equal work before the ALC on 02-02-2000. They have not been paid retrenchment compensation whereas they have worked continuously for the period of their engagement.

It was further submitted that the complaint has been filed u/s 33 of the ID Act and the management did not pay even one month's wages in lieu of notice. No compensation has been paid to these workmen whereas they have worked for more than 240 days in the years of their employment 1996, 97, 98 and 99.

It was further submitted that the contract is camouflage. The workmen worked under the control of the JE. Their services were integrated to the management and payment was made to them by the management contractor is only a name giver.

The management witness has admitted in his cross examination that the management has awarded the contract for writing day to day complaints by skilled workers. He has further stated that he could not identify the signature of JE on photocopy of attendance register sheet mark A-1 to 24.

MW1 is presumed to know the signature of the JE on mark A-1 to 24 and he should have verified the signature of JE or he should have denied his signature. This evasive reply indicates that the JE has signed the photocopy of the attendance register. The management might have produced the original sheets of attendance register to deny the fact that it contains the signature of JE.

MW1 has further admitted that Shri Paramjeet Lal, JE was posted in this division and inquiry office is situated in the premises of CPWD. He has further admitted that the workmen were engaged for day to day complaints as per scope of the contract. The minor complaints were carried out by the work charge employees and major complaints are written by the contractor's men. He has further admitted that payment was made to the workmen in the presence of the JE concerned.

It was further submitted that it is admitted case that the work of inquiry is being done on out sourcing basis.

The substantial question is whether the contractor has engaged the workers for his own work or for the work of the management. In the instant case writing of complaints is the work of management and the contractor has engaged these workmen not for his own work but for work of the management. In such circumstances the workmen become direct employees of the management as they have been engaged by the management. They worked under the control and supervision of the management and their

services are integrated to the managing concern. The contractor has no role to play in such circumstances.

It was submitted from the side of the management that in view of Uma Devi 2006 SCC (L & S) 753 no question of regularization arises. The Hon'ble Supreme Court in the same case has also emphasized that the Courts/Tribunals in their sympathy for the handful ad hoc/casual employees before it cannot ignore the claims for equal opportunity for the teeming millions of the country who are also seeking employment. In such case, the Courts/Tribunals should adhere to the constitutional norms and should not water down constitutional requirement in any way.

It has been held in 2006 SCC (L & S) 753, "one aspect needs to be clarified. There may be cases where irregular appointment (not illegal appointments) as explained in S.V. Narayanaappa, R.N. Nanjundappa and B.N. Nagarajan and referred to in para 15 above of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of the courts or of tribunals".

It has been held in (1992) 4 SCC 118. "Regularization—Ad hoc/Temporary govt. employees—Principles laid down—Those eligible and qualified and continuing in service satisfactorily for long period have a right to be considered for regularization—Long continuance in service gives rise to a presumption about need for a regular post—But mere continuance for one year or so does not in every case raise such a presumption—Govt. should consider feasibility of regularization having regard to the particular circumstances with a positive approach and an empathy for the concerned person."

"Labour Law—Regularization—Work charged/casual/daily wage workers—In case of long continuance in service presumption for regular need of service would arise obliging authority concerned to consider with a positive mind feasibility of regularization—Statutory/public corporations should also follow suit."

The Tribunal has to examine relationship between the management and the workmen. It is to be examined whether there exists master and servant relation or not. It has been held in 1999 Lab. I.C 825 that the Tribunal can give findings that contract between the Company and its contractors is sham and bogus. The finding will not obviously abolish the contract labour system so the matter referred to here is regarding the factual finding whether contract is sham and bogus. There is no reference regarding abolition of contract labour.

It was submitted from the side of the workmen that the CLRA 37 of 1970 is an act to further social welfare and general interest of the community. The contract labour is to be abolished whenever the contract is found sham and not genuine. In the instant case the contractor is only name

giver. The workmen are under the control and supervision of the management. There is no proof that money is paid to the contractor and the contractor pays to its workmen. The management makes payment of wages to the workmen directly.

It has been held by the Hon'ble Supreme Court in AIR 1986 SC I—workman ARI Ltd. Versus ARI Ltd., Bhaw Nagar that the Tribunal has jurisdiction to examine the reality behind the facade of paper arrangement of contract labour system so according to the judgment of the Apex Court the Tribunal can examine the genuineness or otherwise of the contract labour. I find no force in the argument of the management.

It was further submitted that the management is an instrumentality of the Central Government. They are charged with the duties of discharging their functions in a fair and just manner. They are expected to act justly and fairly and not arbitrarily or capriciously. The management has not been acting fairly, impartially and reasonably. It is their duty to act fairly.

The Hon'ble Supreme Court in AIR 2001 SC 3527 has held that the industrial adjudicator will have to consider the question whether the contract has been interposed either on the ground of having undertaken to produce any given result for the establishment or supply of contract labour for work of the establishment under the genuine contract or whether it is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefits thereunder. If the contract is not genuine the alleged contract labour should be treated as the employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. In the instant case it is proven fact that the contractors are mere name givers and job lenders. The workman work under the control and supervision of the management.

It has been held in AIR 1953 SC 404 that if a master employs a servant and authorize him to employ a number of persons to do a particular job and to guarantee their fidelity and efficiency for cash consideration, the employees thus appointed by the servant will be equally with the employer servant of the masters. In the instant case there is no servant to employ a number of persons. The name of the contractor is fake one. The workmen have been retained in the service of the management since 1995/96. 2 workmen have been working continuously since 1995/96 and they have become an asset to the management.

It has been held in 1997 AIR SCW Page 430 that the industrial adjudicator should decide whether there is valid contract or it is a mere ruse/camouflage and if it is found that the contractor is only a name lender the management should be directed to regularize the workmen.

In JT 2003 (1) SC 465—the Hon'ble Supreme Court has held that industrial adjudication is appropriate remedy

for the alleged contract workers. In (2000) I SCC 126—the Hon'ble Supreme Court has held that there are multiple pragmatic approach/factors which should be considered in deciding employer and employee relationship. According to the criteria there should be control and integration. The management has doubtless control over the alleged contractor's men as they work in the establishment of the management. They are integrated to the service of the management. There are no terms and conditions of the contract so there is master and servant relationship. The creation of contract labour is only sham and camouflage and the employer cannot be relieved of his liabilities. According to this judgment of the Hon'ble Supreme Court at least 23 workmen are the employees of the management. There is employer and employee relationship.

In JT 1999 (2) SC 435—the Hon'ble Supreme Court has held that if the work is of perennial nature or of sufficient duration, contract workers shall be considered to be the direct employees of the management and they are entitled to be absorbed permanently as employees of the management. The work in the instant case, no doubt, is of perennial nature as the workmen have been continuously working since 1993. It is for sufficient duration. So the alleged contractor's men will become the servant of the management. The management has some vested interest i.e. why the management is continuing the workmen since 1993 and in order to veil this reality the management is giving the name of several contractors every year. The management is doing violent injustice to the workmen. They have been deprived of the facilities and emoluments of regular employees since 1993.

The intermediary has been introduced in order to deprive the workmen of their rights. The work is not of seasonal nature. Such workmen should not be deprived of their legitimate right.

It was submitted from the side of the management that the workmen are the contractor's men and this Tribunal has no jurisdiction to regularize the workmen. Only the Central Government can abolish the contract labour and direct for regularization of the contractor's men. There is no merit in the argument of the management. The Hon'ble Supreme Court in a Catena of cases has decided that it the duty of industrial adjudicator to examine and give findings whether contract labour a sham and a mere camouflage to evade the responsibility of the management. It is admitted case that 23 workmen have been working continuously since 1993.

In Pollock Law of Torts a servant and an independent contractor has been defined as under :—

The distinction between a servant and an independent contractor has been the subject matter of a large volume of case-law from which the text-book writers on torts have attempted to lay down some general tests.

For example, in Pollock's Law of Torts, (Pages 62 & 63 of Pollock on Torts, 15th Edn.) the distinction has thus been brought out :

"A master is one who not only prescribes to the workman the end of his work, but directs or at any moment may direct the means also, or, as it has been put, retains the power of controlling the work, a servant is a person subject to the command of his master as to the manner in which he shall do his work. An independent contractor is one who undertakes to produce a given result but so that in the actual execution of the work is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified beforehand."

In Salmon's Treatise on the Law of Torts the distinction between a servant and independent contractor has been indicated as under :—

"What then, is the test of this distinction between a servant and an independent contractor ? The test is the existence of a right of control over the agent in respect of the manner in which his work is to be done. A servant is an agent who works under the supervision and direction of his employer; an independent contractor is one who is his own master. A servant is a person engaged to obey his employer's orders from time to time; an independent contractor is a person engaged to do certain work, but to exercise his own discretion as to the mode and time of doing it—he is bound by his contract, but not by his employer's orders."

The management retains the power of controlling the work so the workmen are the employees of the respondent/management.

The test regarding independent contractor and intermediaries have been laid down in Hussainabhai, Calicut V. the Alath Factory Thezhilali Union Kozhikode [(AIR 1978 SC 1410 (3 Judges))] "The true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom the workers have immediate or direct relationship, as contract is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like may be resorted

to when labour legislation casts welfare obligations on the real employer, based on Articles 36, 39, 42, 43 and 43-A of the Constitution. The Court must be alive to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances."

This case law has been affirmed by the Constitution Bench Judgment in Steel Authority of India. In case the security job chokes off, the workmen would be laid off. Such contract is prohibited; it is not a contract for a given result.

My attention was drawn to the Constitution Bench Judgment in Scale (2006) 4 Scale. It has been held in this case as under :—

"A. Public employment in a sovereign socialist secular democratic republic has to be set down by the Constitution and the laws made thereunder. Our constitutional scheme envisages employment by the Government and its instrumentalities on the basis of a procedure established in that behalf. Equality of opportunity is the hallmark and the Constitution has provided also for affirmative action to ensure that equals are not treated equals. Thus, any public employment has to be in terms of the constitutional scheme.

B. A sovereign government, considering the economic situation in the country and the work to be got done, is not precluded from making temporary appointments or engaging workers on daily wages. Going by a law newly enacted, the National Rural Employment Guarantee Act, 2005, the object is to give employment to at least one member of a family for hundred days in a year, on paying wages as fixed under that Act. But, a regular process of recruitment or appointment has to be resorted to, when regular vacancies in posts, at a particular point of time, are to be filled up and the filling up of those vacancies cannot be done in a haphazard manner or based on patronage or other considerations. Regular appointment must be the rule".

My attention was drawn to another Constitution Bench Judgment —Steel Authority of India. It has been held as under :—

"Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workmen. But where a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question might arise whether the contract is a mere

camouflage as in Hussainabhai Calicut's case (*supra*) and in Indian Petrochemicals Corporation's case (*supra*) etc.; if the answer is in the affirmative, the workmen will be in fact an employee of the principal employer, but if the answer is in the negative, the workmen will be a contract labourer."

In the instant case the workmen have not been hired in connection with the work of the contractor but they have been hired by the contractor for the work of the respondents. So in the instant case there is contract of service between the principal employer and the workmen. In view of the judgment the workmen become the employees of the management.

In JT 2001 (7) SC 268 it has been held "121 (5) on issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of Contract Labour or otherwise, in an industrial dispute brought IOC before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned."

It has been held in this case that whether there is prohibition of contract labour or otherwise the industrial adjudicator will have to consider the question and in case the contract appears ruse and camouflage to evade compliance with various beneficial legislations the so called contract labour will have to be treated as the employee of the principal employer and he shall be directed to regularize the services of the contract workers.

"According to well reorganization definition of contract it is an agreement for a given result. The result should be visible. Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to its citizen and not of the contractors. Contractors cannot supply labour to any establishment.

In view of the above discussion it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been

changed. So the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is in-human. The contractors are the direct employees of the respondent/management.

It is admitted case that the work is still existing at present and it is permanent and perennial nature of work. For perennial nature of work contract labour is prohibited. The workmen in the facts and circumstances of the case have become the direct employees of the management and it was necessary for the management to comply with the provisions of the Section 25 F of the ID Act. The services of the workmen have been admittedly terminated during conciliation proceedings. The workmen are not the contractor's men but they are direct employee of the management. For valid retrenchment it was necessary for the management to pay them retrenchment compensation and one month's pay in lieu of notice in compliance of Section 25 F of the ID Act.

The case for regularization is not made out in view of constitution bench judgment. 2006 (4) Scale the Constitution Bench of the Hon'ble Apex Court has held that the management should consider the feasibility of regularization at least after 10 years. But in the instant case the workmen have not completed 10 years of service, so there is no question of their regularization. However, they have worked for more than 240 days in several years, so they are entitled to reinstatement from the date of their termination.

However the workmen have worked for 240 days in 3 to 4 years and they have been working under the control and supervision of the management. Their attendances were taken by the JE. Payment was made to them by JE. In view of the absolute supervision and control of the management the workmen have become direct employees of the management. They deserve reinstatement for lack of compliance of Section 25 F of the ID Act. In the facts and circumstances of the case the workmen are not entitled to get any back wages.

The reference is replied thus :—

The action of the Executive Engineer, Parliament Works Division III, CPWD, I.P. Estate, New Delhi in not regularizing the services/granting permanent status and not paying equal pay for equal work to E.Clerk S/Sh., Sushil Kumar working since 8-1-96, Raman Kanajiya working since 8-1-96 and Akhilesh Kumar working since 1-8-96 is neither legal nor justified. The management is directed to reinstate the workmen from the date of their termination within two months from the date of publication of the award.

Award is given accordingly.

Date : 22-02-2007

R. N. RAJ, Presiding Officer

नई दिल्ली, 27 फरवरी, 2007

का.आ. 867.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरन में, केन्द्रीय सरकार मैसर्स एस.टी.सी. मूवर्स (प्रा.) लि. के प्रबंधतात्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, सं. 1, मुम्बई के पंचाट (संदर्भ संख्या 73/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2007 को प्राप्त हुआ था।

[सं. एल-39011/9/2003-आई.आर. (बी-II)]
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2007

S.O. 867.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/2003) of the Central Government-Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the management of M/s. STC Movers (P) Ltd., and their workmen, which was received by the Central Government on 26-02-2007.

[No. L-39011/9/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT:

Justice Ghanshyam Dass, Presiding Officer

REFERENCE NO. CGIT 73 OF 2003

Parties :

Employers in relation to the Management of
M/s. STC Movers (P) Ltd.

AND

Their workmen

APPEARANCES:

For the Management : Mr. Rajesh Hukeri, Adv.

For the Workman : Mr. A.M. Koyande, Adv.
State : Maharashtra

Mumbai, dated the 13th day of February, 2007

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-39011/9/2003-IR (B-II) dated

10-12-2003. The terms of reference given in the schedule are as follows :

"Whether the action of the management of M/s. STC Movers Pvt. Ltd. in terminating the services of Shri Hridayanand Mishra, Driver, w.e.f. 7-10-2002 is justified ? If not, what relief the workman Shri Hridayanand Mishra is entitled to ?"

2. Shri Hridayanand Mishra (hereinafter referred to as workman) filed the Statement of claim dt. 11-3-2004 and submitted that he had joined the services in the year 1980 as Cleaner with the Employer M/s. STC Movers (hereinafter referred to as the Employer) and he was made permanent in the year 1984. He was promoted as Driver in the year 1987 and since then, he has been very sincere and honest in his service. On the fateful day, i.e. 19-5-2002, he was driving Trailer No. MH-01-857 from 3/4 Victoria Docks to 2 Indira Docks for loading 40' of Container. The container was loaded at 2 Indira Docks on his trailer at about 11.30 a.m and he was passing through his usual route, from 2 Indira Docks to 3 Indira Docks to 4 Indira Docks to 5 Indira Docks leading to 3 Victoria Docks. He had hardly passed 4 Indira Docks when he saw that Trailer No. MH-257 driven by Mr. Bondave, driver of the employer was coming from the other side after unloading the container. The aforesaid driver Mr. Bondave entered his trailer into No Entry Zone near 6 Indira Docks and when he realized his mistake, he all of a sudden took turn and apparently dashed the loaded container of the workman which was being driven to the left side at a limited speed prescribed by the Dock area. The accident in fact, occurred on account of total negligence of Mr. Bondave and he, the workman was not at fault. He was in perfect state of mind. He was not drunk. The Police report was lodged showing Mr. Bondave at fault. The accident which occurred in the year 1994 was due to mechanical fault of the vehicle and not on account of the fault of the workman. The Employer issued a show-cause memo dt. 21-5-2002 which was duly replied by the workman but on the plea that it was not satisfactory, the workman was issued a charge sheet and domestic enquiry was constituted. The Employer arrayed the workman as well as Mr. Bondave as witnesses against each other before the Enquiry Officer. The enquiry commenced on 03-6-2002 and concluded on 23-9-2002. The Enquiry Officer submitted its report dt. 11-10-2002 wherein he, (workman) and Mr. Bondave were held guilty. The workman received the show cause notice from the Employer dt. 19-10-2002. He submitted his reply dt. 22-10-2002 but his reply was not considered and he was illegally dismissed from service. It is alleged that the enquiry is not just and fair and not in consonance with principles of natural justice. The finding of the Enquiry Officer is perverse. The Industrial dispute was raised by the Union and since the conciliation failed before the concerned Conciliation Officer, the Government referred the matter to this Tribunal on receipt of the failure report.

3. The Employer filed the written statement dt. 27-8-2004 and submitted that the workman has been terminated in accordance with law after holding a just and proper enquiry. In fact, the accident took place on account of negligence of both the Drivers, i.e. the workman and Mr. Bondave who were driving the trailer owned by the Employer on the fateful day. The Employer took the action against both the Drivers and both of them have been dismissed from service. The enquiry was just and fair. It was duly defended by the workman along with his defence representative. Each and every opportunity was given to him and all the principles of natural justice had been followed. There was no ill motive on the part of the Employer to dismiss the workman. In fact, the Employer before the concerned Asstt. Labour Commissioner vide letter dt. 3-7-2003 offered a cheque for Rs. 1,21,036, equivalent to the dues as if retrenched but the workman declined to receive the same and insisted for job. Since the accident was severe and both the vehicles had been damaged which caused great financial loss to the Employer and also to its work since the vehicles remained under repair for a period of about two months, the management of the Employer acted in a most bona fide manner. The workman had committed a misconduct in the year 1994 also for which he was demoted from driving the heavy vehicles to light vehicle. He was again given the similar job of driving heavy vehicles on his oral request that he will be careful in future. The Employer also submitted that there was a tussle in between the workman and Mr. Bondave for loading trailer. The workman had superseded the vehicles standing in queue waiting to be loaded and deliberately breaking the vehicle queue and parked his trailer in front for loading the goods. The tussle for loading on priority basis was between the workman and Shri Bondave, another driver of trailer No. MH 04 E 257. Mr. Bondave loaded his container at Terminal 2 ID and was off loaded at terminal 3-4 U-D while returning to 2 ID. The workman was travelling between terminal 5 ID and 4 ID dashed against the rear side of the trailer No. MH 04 E 257. The speed limit prescribed by Bombay Port Trust is 20 kms per hour and the workman was driving beyond the speed limit. The workman was negligent in driving his vehicle, as he failed to take any precaution to avoid the collision with the vehicle coming from opposite direction, which he had noticed. In the accident, both the drivers have been injured and one cleaner Mr. Laxmikanth Pandey was seriously injured; both the vehicles were also greatly damaged.

4. The workman filed his rejoinder dt. 9-9-2004 and reiterated his claim. On the pleadings of the parties the following issues were framed :

- (i) Does the Company prove that the enquiry constituted against the workman is fair and proper ?
- (ii) Does the workman prove that the finding of the enquiry is perverse, biased or vitiated.

(iii) Does the Company prove that the charges against the workman mentioned in the charge sheet dt. 3-6-2002 are proved and correct.

(iv) Does the workman prove that the punishment inflicted on him is disproportionate ?

(v) Does the workman prove that he is unemployed and entitled for back wages ?

5. The workman filed his own affidavit in lieu of examination in chief. He reiterated his claim that he was not at fault. He has been cross-examined by the learned counsel for the Employer wherein he has admitted that he had participated in the enquiry and defended it through his defence representative Mr. A.G. Sankar. He admitted his signatures on the enquiry proceedings running from Page 1 to 49. He received the copy of the enquiry report. He did not make any complaint that the enquiry proceedings were not proper. The police complaint was lodged for the accident in question. The judgement has been passed by the magisterial Court. He does not have the copy of the judgement. He does not know the case number of the magisterial Court. The Employer had offered a cheque for certain amount for settling down the matter during the conciliation proceedings but he refused. He is aged about 40—45 years and not beyond that. He does not have any certificate or proof. He is an illiterate person. He became physically handicapped in the year 1994. He did not apply for any job anywhere after his termination. His relatives and sons take care of him. He has two sons.

6. The Employer filed the affidavit of Shri Sheregar who is the Director of the Company. He has been cross-examined by the learned counsel for the workman. His entire testimony is based on record. Hence, he has no personal knowledge of the accident being the Director of the Company.

7. I have heard the learned counsel for the parties and gone through the record.

8. ISSUE NO. (i), (ii) and (iii) : The workman was charge sheeted for the following charges :

- (a) Willful insubordination or disobedience, whether or not in combination with another, of and lawful and reasonable order of superior.
- (b) Habitual breach of any standing order or any law applicable to the establishment or any rules made thereunder.
- (c) Collection without the permission of the Manager of any money within the premises of the establishment except sanctioned by any law for the time being in force.
- (d) Drunkenness riotous, disorderly or indecent behaviour on the premises of the establishment.

- (e) Habitual neglect of work or gross or habitual negligence.
- (f) Wilful damage to work in process or to any property of the establishment."

The facts relating to the aforesaid charges were also mentioned in brief :

"That on 19-3-2002, you were working on vehicle No. MH 04 F/057 as "DRIVER" along with the Cleaner Shri Laxmikanth Pandey. During the time of your duty at around 11.30 a.m./p.m. you were driving the said vehicle with a 40' trailer and proceeding the same towards ½ VD for unloading the same. AT 4 ID, you came in such a reckless speed that you could not control the vehicle, with the result, you collided with our another vehicle bearing No. MH 04 E257. This cost heavy damage to both the vehicles due to which the company suffered heavy financial loss for repairing both the vehicles. The Company also suffered heavy loss of business. The Management got the information that you were driving the vehicle fully drunk (consuming alcohol).

In the past also, you have indulged in similar serious misconducts for which management served upon you several show cause and subsequent warning to that effect. The warnings had no effect on you and it seems you have turned your ear deaf with the result, the smooth functioning of the establishment is spoiled and you have also set bad example to other Co-workers.

The Management had also warned you orally many times not to consume alcohol during duty hours but you disregarded the instructions, when questioned about such a behaviour you not only behaved in a disorderly and rude manner with your immediate superior, on the contrary, you treated disorderly and used most abusive and threatening language. When, asked to produce yourself for Medical examination you became furious and went away by using the threatening and abusive language.

The above set on your part being of the grave and serious misconduct under the Industrial Employment (Standing Orders) Act, 1946 applicable to you. You are liable for severe disciplinary action."

9. I have gone through the enquiry proceedings and feel it is just and proper. The workman tried to say that the enquiry is not just or fair and in consonance with principles of natural justice but did not lead any evidence worth the name to substantiate these pleas. Nothing is available on record to infer that there is any violation of principle of natural justice. The workman has defended the enquiry with his defence representative against whom he does not have any grievance. The workman does not have any

grievance against the Enquiry Officer since he did not complain against him at any time. Each and every opportunity was given to him to defend the enquiry. The witnesses were examined and cross-examined by defence representative of the workmen. The copy of the enquiry report was supplied to the workmen. The copy of the show cause notice was supplied to him and he filed the replies at all times. The punishment order was passed in accordance with law after following the principles of natural justice.

10. The perusal of the enquiry report goes to show that it is based on evidences on record. The finding cannot be said to be perverse at all. The finding of the Enquiry Officer is just when he found both drivers of both the vehicles guilty for negligence. The factum of accident is not disputed in this case. The factum of injuries to the persons consisting of the workman, his cleaner and the driver of the other vehicle is not disputed. The damage to both the vehicles is not disputed. It is also not disputed that both the vehicles remained under repair for about 1½ to 2 months and caused sufficient loss to the employer for repair.

11. The only contention of the workman is that Mr. Bondave, the driver of the other vehicle entered into 'No Entry Zone' and caused accident. I feel that this by itself is not sufficient to absolve the workman from his responsibility of driving the vehicle carefully and with due diligence. The workman admitted that he noticed the vehicle driven by Mr. Bondave but there is nothing on record to show that what actions were done by him to avert the accident. The story of tussle is also brought on record before the Enquiry Officer through the evidence of Mr. T.R. Shukla, Supervisor who was present at the time of the quarrel between the workman and Mr. Bondave regarding as to whose trailer should be loaded first. The contention of the workman that the evidence of Mr. Shukla is under pressure cannot be believed. It is true that the employer has not brought on record, on evidence to show that the workman was drunk but that also did not mean that the accident was not on account of joint negligence of the workman and Mr. Bondave. I find that the findings of the Enquiry Officer that the accident took place on account of negligence of both the drivers is just and proper and is based on evidence on record. I do not find any fact to show any perversity in it or any reason either for the employer or for the Enquiry Officer to hold the workman guilty with a view to victimize him. Had Mr. Bondave been absolved, there would have been some force in the contention of the workman. Since both the drivers have been punished in accordance with law, the plea of the workman is not sustainable that he is a victim of the employer. Hence, I conched that enquiry is just and fair and in consonance with principles of natural justice. The finding of the Enquiry Officer is not perverse. The charge of grave negligence on the part of the workman is proved on record.

12. ISSUE NO. (iv) : The punishment imposed upon the driver cannot be said to be disproportionate to the charge of grave negligence. The action of the employer is not malafide. It is a case in which the employer lost his confidence upon the driver, i.e. the workman and terminated him. The Employer cannot be compelled to engage the workman again for driving the heavy vehicles and thereby give chance of jeopardizing the life and property. The past conduct of the workman is also relevant in this case and it cannot be brushed aside. I feel that the punishment is just and proper and not disproportionate to the charge.

8. ISSUE NO. (v) : In view of the findings given above, the workman is not entitled to any relief. The conduct of the workman in contesting the matter does not appear to be of a prudent man. The conduct of the workman is all through bonafide. The Employer had offered substantial amount of Rs. 1,21,036 during conciliation proceedings before the concerned Conciliation Officer but the workman refused. The workman does not appear to be interested in any job in view of his admission made in cross examination since he did not even attempt for getting any job after his dismissal as he is looked after by his sons and relatives.

14. In view of the above, the action of the management in terminating the workman is justified and the workman is not entitled to any reinstatement or back wages. He is, however, entitled to get the amount from the employer amounting to sum of Rs. 1,21,036 which was voluntarily offered by the employer to the workman during the conciliation proceedings, if he feels satisfied now with his termination.

An Award is passed accordingly.

Justice GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 27 फरवरी, 2007

का.आ. 868.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएंटल बैंक ऑफ कॉमर्स के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण/श्रम न्यायालय, नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 47/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2007 को प्राप्त हुआ था।

[सं. एल -12012/54/2001-आई.आर. (बी-II)]
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2007

S.O. 868.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2001) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the Industrial

Dispute between the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 26-02-2007.

[No. L-12012/54/2001-IR(B-II)]
RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

R.N. Rai, Presiding Officer

I.D. No. 47/2001

PRESENT:

Smt. Poonam Das	Ist Party
Ms. Kitu Bajaj	2nd Party

IN THE MATTER OF:

Shri Dan Singh,
C/o General Mazdoor Trade Union (Regd.)
Opposite Labour Office,
Giri Nagar, Kalkaji,
New Delhi-110019.

Versus

The Branch Manager,
Oriental Bank of Commerce,
Harsha Bhawan, E-Block,
Connaught Place,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-12012/54/2001-IR (B-II) Central Government dt. 10-7-2001 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the action of the Branch Manager, Oriental Bank of Commerce, Harsha Bhawan, E-Block, Connaught Place, New Delhi in verbally stopping from duty w.e.f. 17-05-2000 to Shri Dan singh, Sweeper is justified, valid and legal ? If not, what relief and benefit he is entitled to ?”

The Union had filed claim statement in the claim statement. It has been stated that the workman Sh. Dan Singh was employed by the management as Sweeper w.e.f. 2-7-1995 and last wages drawn @ Rs. 75 per day.

That the work performance of the workman was quite satisfactory and unblemished service record.

That during the service period the workman demanded the legal facilities from the management like,

appointment letter, identity card, leave book, wages slip, overtime, bouns etc. and also demanded the minimum wages as per the notification of the Delhi Administration, Delhi. But the same was not provided to the workman. The said demand was demanded by the workman from the management on one pretext or the other one.

That the workman again demanded the said facilities from the management on 17-5-2000, on the demand of the workman the management got annoyed with the workman and decided to get rid of him in any circumstances. The management also pressurising the workman to submit his resignation. When the workman refused to submit the resignation then management without any cause or reason terminated the services of the workman on the same day i.e. 17-5-2000. The management also withheld the wages of the workman for the period of 1-4-2000 to 16-4-2000.

That at the time of termination of the workman the management had not paid any terminal benefits to the workman. The said termination of the workman is illegal, unjustified and inoperative and the same is devoid.

That prior to terminating the services of the workman the management had not issued any type of show cause notice and/or chargesheet to the workman nor any enquiry was being held by the management against the workman. The management illegally and inoperatively terminated the services of the workman on 17-5-2000.

That the act of the management to terminate the services of the workman was clear violation of the provisions of the Industrial Disputes Act 1947.

That the said termination of the workman's services are illegal, bad in law, malafide and being the glaring act of victimisation.

That after the illegal termination of the workman, the workman approached the management to reinstate the services of the workman but all the approach of the workman are in vain as the management has rejected the demand of the workman.

That the workman served the demand notices upon them on 22-5-2000 to the management per registered post as well as U.P.C. to the management but the vindictive management neither replied nor reinstated the service of the workman with full back wages with continuity of services with all accruing benefits.

That the workman filed the dispute before the Conciliation Officer regarding the illegal termination of the workman but the conciliation proceedings were failed and hence the conciliation officer has submitted the failure report to the appropriate government and hence the said matter was referred to this hon'ble court for adjudication and answer the reference accordingly.

That since the date of illegal termination of the workman, the workman is unemployed and after his best efforts the workman could not get the job anywhere and still unemployed.

The management has filed written statement. In the written statement it has been stated that the alleged dispute is not an "Industrial Dispute" under the provisions of the Industrial Disputes Act, 1947. The claim is therefore not sustainable in law.

That there exists a procedure of recruitment/appointment by the Nationalized Banks. After the vacancies are ascertained, all the vacancies in the subordinate cadre, irrespective of the nature and duration of vacancy are notified and are filled through the employment exchange alone. The candidates within the zone of the consideration are called from the Employment Exchange appointments are made as per the rules and regulations of the bank, by the Competent Authority. The claimant was never appointed by the respondent. As the claimant was never appointed by the respondent, no question arose of stopping him or termination of his services, as alleged. The reference is therefore liable to be answered against the claimant.

The Oriental Bank of Commerce has a recognized union, under the name of the Oriental Bank of Commerce Employees' Union which agitates the cause of the employees of the respondent. Thus the General Majdoor Trade Union has no locus standi to espouse the cause of the claimant.

That the claimant was engaged as a casual worker as and when any unexpected exigency arose. He was engaged on 51 instances for half an hour for cleaning the Bank's premises and was duly paid on those days. As the claimant was not a regular employee nor has he completed 240 days continuous days in a calendar year in the respondent Bank, the claimant has no right to the relief claimed. The reference is therefore liable to be answered against the Claimant and in favour of the management.

The reference is liable to be answered against the claimant as it has been held in *catesa of judgements* by the Apex Court that a person cannot claim the right to employment unless he has been appointed by the Competent Authority against a vacant post. As the applicant was never appointed by the Competent Authority after following the procedure laid down by the Bank, his claim is not sustainable in law.

The claimant was never appointed against a regular post. The claim is therefore not tenable in law.

The reference itself is bad for misjoinder of parties and non-joinder of necessary parties.

The claimant was never engaged after 13-5-2000. Therefore the claim itself vitiated and the reference is liable to be answered in favour of the management.

The claimant was never appointed by the respondents. The claimant was engaged as a casual worker, for half an hour for cleaning the Bank's premises as and when any unexpected exigency arose. During the period 11-4-1995 to 12-5-2000, he was engaged only on 51 instances as shown in Annexure attached for half an hour for cleaning the Bank's premises and was paid the contracted amount on those days. He was never engaged after 12-5-2000. As the claimant was not appointed in the Bank, no question arose of payment of any wages to him.

The claimant was engaged as casual worker on 51 instances, for half hour, for cleaning the Bank's premises and paid on those days. As the claimant was not a regular employee nor has he completed 240 continuous days in a calendar year in the respondent Bank, the claimant has no question arose of assessing his work performance or keeping his service record.

As the claimant was not a regular employee nor has he completed 240 days in a calendar year in the respondent Bank, the claimant has not legal right to duty, in the respondent Bank. No demand, as alleged was ever raised by the claimant. Even otherwise the alleged demands on the respondents are not justified, legal and valid and therefore no question arises of the respondents complying with the same.

As the claimant was never in the service of the respondents, no question arose of his making any demand arising of the alleged service. As the claimant was never appointed by the respondent Bank, no occasion ever arose of the respondent calling upon the claimant to submit his resignation, or terminating his services. In absence of any work done by the claimant for the alleged period 1-4-2000 to 16-4-2000, except on 11-4-2000 for half an hour for which he was duly paid, he is not entitled to payment of any wages therefor.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the parts of the written statement. The management has also denied most of the parts of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he was engaged by the respondents w.e.f. 2-7-1995 and his last drawn wages was at Rs. 75 per day. His work was satisfactory and his record was unblemished. The management was annoyed when the workman demanded appointment letter, I/Card, Leave Book, Wage Slip, OT, Bonus etc. He was removed by the management illegally on 17-5-2000 without payment of any retrenchment

compensation and one month's pay in lieu of notice. The management also withheld the wages of the workman for the period of 1-4-2000 to 16-4-2000. There is no cessation of service in the eye of law as he has not been paid retrenchment compensation. The management has acted in violation of the provisions of ID Act. Termination of the workman's service is illegal, bad in law, mala fide and an act of victimization.

The workman approached several times for his reinstatement but he was refused.

It was submitted from the side of the management that onus for proving that the workman has worked for 240 days lies on him. The workman has failed to prove that he has worked for 240 days in any of the years of his employment. The workman has filed 51 photocopies of vouchers which relate to 95, 98, 99 and 2000. The management has also filed the particulars of the dates on which the workman has worked. According to the certificate issued by the bank the workman has worked for 11 days in 1995, 2 days in 1998, 27 days in 1999 and 11 days in 2000.

The case of the management is that the workman has worked only on 51 occasions in 95, 98, 99 and 2000.

MW1 has categorically submitted that he checked the attendance register and he found that the workman has worked on 51 occasions. I have perused the vouchers filed by the workman. These photocopies also relate to 95, 98, 99 and 2000 and the number of vouchers is the same as has been mentioned by the management in the certificate issued by the bank. The workman has not filed any other document to show that he has worked regularly on more occasions than stated by the respondents themselves. The vouchers relate to the period as has been given by the respondents. MW1 has stated on oath that he checked the attendance register from 95 to 2000 and he found the workman working on only 51 occasions. It was the duty of the workman to prove by cogent documentary evidence that he has performed 240 days work in any of the years of his engagement.

It becomes quite obvious from perusal of the vouchers that the workman has worked on 11 days in the year 95 and he has been made payment through vouchers accordingly. He has worked on 2 occasions on 2 days in 98 and he has been made payment through vouchers. He has further worked for 27 days in the year 99 and payment has been made to him through vouchers. He has worked for 11 days in the year 2000 and he has been paid through voucher. All the photocopies of the vouchers filed by the workman establish the fact that he has worked for 11 days in 95, 2 days in 98, 27 days in 99 and 11 days in 2000. So the workman has failed miserably to prove that he has worked continuously for 240 days. There is nothing on the record except the affidavit of the workman in which he has averred that he has worked continuously for 240 days. Assertions

of affidavit cannot be taken to be conclusive proof of the working days. The workman was duty bound to prove by cogent documentary evidence that he has worked for 240 days.

The workman has admitted in his cross examination that he was not aware of the dates when he was engaged by the bank. He has further admitted that he was engaged for 15-20 minutes before the start of the bank hours of the bank. He has also admitted that he was paid the contracted amount on the date he was engaged. From his cross examination it becomes apparent that he was engaged on certain dates and payment was made to him as per contract amount. He was engaged for 15-20 minutes prior to the opening of the bank. It indicates that he worked only for 15-20 minutes for sweeping and cleaning of the premises of the bank and before start of the bank, so it cannot be said that he worked continuously for 240 days as a whole time performer.

My attention was drawn to (2005) IV AD (SC) 39. In this case the workman has produced vouchers of monthly wages and the bank has not produced any material evidence to show under what scheme the workmen was employed. This case law is not applicable in the facts and circumstances of the present case.

The workman has stated in his cross examination as under :

"I am not aware of the dates when I was engaged by the Bank. I know that there was a regular post in the bank when I was appointed on the said work. I was never given any appointment letter by the bank. I never asked for appointment letter in writing. I am not the member of the recognized union of the bank. I do not know whether there is any recruitment procedure in the bank without which no recruitment can take place. I was told that one person Shri Raji Lal expired on 2-7-1995 and I was engaged on the said date for the work of sweeping. It is correct that I was engaged for 15-20 minutes before the start of the working hours of the bank. Mr R.P. Sharma one of the officer of the bank informed me on 2-7-1995 about the death of Raji Lal. It is wrong to suggest that Shri Raji Lal was not expired on 2-7-1995. The Manager of the bank used to engage me as and when required in the bank. Shri Kamal Singh Jain used to engage me in the bank. It is correct that I was paid the contracted amount on the date I was engaged."

It is apparent from his admission that he was not aware of the dates when he was engaged by the bank. He has further admitted that he did not have any record of the dates he worked with the bank. This proves that the workman was engaged on dates only. The workman has further admitted that he worked for 15-20 minutes before the start of the working hours of the bank. This proves that

his engagement was for 15-20 minutes on the dates of its engagement prior to the opening of the bank.

He has also admitted that he was given engagement on 2-7-1995 when Shri Raji Lal expired. The workman was engaged on the vacancy caused by the demise of Shri Raji Lal. The bank has proved that another sweeper Shri Pappu was posted at the place of Raji Lal. The post of Raji Lal was filled up by the transfer of another sweeper Shri Pappu, so it cannot be said that the workman worked at the place of Shri Raji Lal.

The workman has further admitted in his cross examination that the Manager of the Bank engaged him as and when required. This proves that the workman was engaged occasionally on the basis of requirement.

From perusal of the record it transpires that the workman has worked on 51 dates in all the years of his engagement and he has been paid contracted amount on the dates on which he worked. He has not proved that he has worked for 240 days in any of the years of his employment. There is no violation of Section 25 F of the ID Act. He is not entitled to retrenchment compensation as he has not worked continuously for 240 days. He does not deserve any relief as prayed for.

The reference is replied thus :

The action of the Branch Manager, Oriental Bank of Commerce, Harsha Bhawan, B-Block, Connaught Place, New Delhi in verbally stopping from duty w.e.f. 17-3-2000 to Shri Dan Singh, Sweeper is justified, valid and legal. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date : 22-2-2007

R.N. RAI, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 869.—ओरिएंटल बिकाने अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार मैं, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के समझौते नियोजकों और उनके कर्मकारों के लिए, अनुदंधि में निर्दिष्ट ओरिएंटल बिकाने में केन्द्रीय सरकार ओरिएंटल अधिकारण, न. 2 चौहानगढ़ के पंचायत (संदर्भ संख्या 188/2005) को प्रेकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[स. एल-22012/104/2000-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 869.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 188/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 28-02-2007.

[No. L-22012/104/2000-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case I.D. No. 188/2005

Registered on 2-8-2005

Date of Decision 19-1-2007

Hari Kishan,
S/o Shri Girja Singh,
Village Badrola, Tehsil Ballabgarh,
District Faridabad (Haryana),
Faridabad
... Petitioner

Versus

The District Manager,
FCI, Gurgaon
... Respondent

APPEARANCE:

For the Workman : Mr. Jagat Singh, AR

For the Management : Shri Parmod Jain,
Advocate.

AWARD

The workman continues to be absent. Management appears through Counsel. Finding that the workman is not appearing since long, it was directed that a notice be issued to him under Registered Cover and the same was issued under Postal Receipt No. 4304 on 30th October, 2006. Neither he is present today nor the notice sent under Registered Cover has been received back unserved even when more than one month has expired when the notice was issued. It raises the presumption that the workman has received the notice but he was not present. He is not present even on the last two dates nor for his evidence. The Tribunal is satisfied that the workman is not more interested to prosecute his case.

The Government of India vide their order No. L-22012/104/2000-IR (C-II) dated 15th Sep., 2000 referred the dispute to this Tribunal and desired to know "Whether the action of the Management of

FCI in terminating the services of Shri Hari Kishan S/o Girja Singh w.e.f. 20th Sep., 1998 is legal and justified ? If not, to what relief the workman is entitled to ?"

On getting the notice from the Tribunal, the parties appeared through their Counsel and representatives. The workman filed his statement of claim and the Management their reply. The Management placed on record photo copies of a number of documents including that of the agreement between the management and Messrs. Aman Security and Detective (Regd.), Chandigarh. They also filed the affidavit of their District Manager, R.A. Gupta. In rebuttal the workman has not produced even his own affidavit. As stated earlier right from 30th March, 2006 the workman disassociated with the proceedings. By their pleadings the Management has denied the claim made by the workman that he was engaged by the Management on 1st Jan., 1998 as a watchman on a salary of Rs. 1050 per month in their godown at Faridabad and that his services were terminated on 29th Sep., 1998 without following the provisions of law; hence disengagement was bad in law. The Management has denied the basic relationship of employer and employee between the parties. Their claim is that they had not engaged the workman as they were in contract with Messrs. Aman Security and Detective (Regd.), Chandigarh and it was the said agency which had deputed the workman to work for the management and the Management had no direct control over the workman as he was not their employee nor he had served the management for more than 240 days as is claimed. The claim of the Management has been supported by the affidavit of R.A. Gupta. The workman has not taken the option to cross-examine Mr. Gupta, as he stopped appearing in the case.

On record I do not find any evidence to show that the workman was engaged by the Management directly and it was they who terminated his services from 29th Sep., 1998. The workman has not filed even his own affidavit to support his claim. The Tribunal is at loss to accept the claim of the workman. Therefore, it is of the opinion that the workman is not entitled to any relief. The award is passed against him holding that he is not entitled to any relief and his claim is rejected. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 870.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 190/2005) को .

प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. प्रा-22012/118/2000-अम्.आ. (सी-II)]
अजय कुमार गौर, डेर्स्क अधिकारी

New Delhi, the 28th February, 2007.

S.O. 870.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 190/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 28-02-2007.

[No. L-22012/118/2000-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case No. I.D. No. 190/2005

Registered on 2-3-2005

Date of Decision 19-01-2007

Gyanender,
S/o Shri Dharam Pal,
Village Bhakri, PO Pali,
District Faridabad.

... Petitioner

Versus

The District Manager,
FCI, Gurgaon. Respondent

APPEARANCE:

For the Workman : Mr. Jagat Singh, AR

For the Management : Shri Parmod Jain, Advocate.

AWARD

The workman continues to be absent. Management appears through counsel. Finding that the workman is not appearing since long, it was directed that a notice be issued to him under Registered Cover and the same was issued under Postal Receipt No. 4304 on 30th October, 2006. Neither he is present today nor the notice sent under Registered Cover has been received back unserved even when more than one month has expired when the notice was issued. It raises the presumption that the workman

has received the notice but he was not present. He is not present even on the last two dates nor for his evidence. The Tribunal is satisfied that the workman is no more interested to prosecute his case.

The Government of India vide their order No. L-22012/118/2000-IR (C-II) dated 20/2/2006 referred the dispute to this Tribunal and desired to know "whether the action of the Management of FCI in terminating the services of Shri Gyanender S/o. Shri Dharam Pal w.e.f. 5th May, 1999 is legal and justified ? If not, to what relief the workman is entitled to?"

On getting the notice from the Tribunal, the parties appeared through their Counsel and representatives. The workman filed his statement of claim and the Management their reply. The Management placed on record photocopies of a number of documents including that of the agreement between the management and Messrs. Aman Security and Detective (Regd.), Chandigarh. They also filed the affidavit of their District Manager, R.A. Gupta. In rebuttal the workman has not produced even his own affidavit. As stated earlier right from 30th March, 2006 the workman disassociated with the proceedings. By their pleadings the Management has denied the claim made by the workman that he was engaged by the Management in the year 1995 as a watchman on a salary of Rs. 1200 per month in their godown at Faridabad and that his services were terminated on 5th May, 1999 without following the provisions of law; hence disengagement was bad in law. The Management has denied the basis relationship of employer and employee between the parties. Their claim is that they had not engaged the workman as they were in contract with Messrs. Aman Security and Detective (Regd.), Chandigarh and it was the said agency which had deputed the workman to work for the management and the Management had no direct control over the workman as he was not their employee nor he had served the management for more than 240 days as is claimed. The claim of the Management has been supported by the affidavit of R.A. Gupta. The workman has not taken the option to cross-examine Mr. Gupta, as he stopped appearing in the case.

On record I do not find any evidence to show that the workman was engaged by the Management directly and it was they who terminated his services from 5th May, 1999. The workman has not filed even his own affidavit to support his claim. The Tribunal is at loss to accept the claim of the workman. Therefore, it is of the opinion that the workman is not entitled to any relief. The award is passed against him holding that he is not entitled to any relief and his claim is rejected. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 871.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-2, चंडीगढ़ के फैचाट (संदर्भ संख्या 189/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल-22012/120/2000-आई.आर. (सी-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 871.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 189/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 28-02-2007.

[No. L-22012/120/2000-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer.

Case I.D. No. 189/2005

Registered on 2-8-2005

Date of Decision 19-01-2007

Sunil Dutt S/o Shri Rohtash Sharma, House No. B-125/65, Dabua Colony, Faridabad.

...Petitioner

Versus

The District Manager, FCI, Gurgaon

...Respondent

APPEARANCE:

For the Workman : Mr. Jagat Singh, AR

For the Management : Shri Parmod Jain,
Advocate

AWARD

The workman continues to be absent. Management appears through Counsel. Finding that the workman is not appearing since long, it was directed that a notice be issued to him under Registered Cover and the same was issued

under Postal Receipt No. 4303 on 30th October, 2006. Neither he is present today nor the notice sent under Registered Cover has been received back unserved even when more than one month has expired when the notice was issued. It raises the presumption that the workman has received the notice but he was not present. He is not present even on the last two dates nor for his evidence. The Tribunal is satisfied that the workman is no more interested to prosecute his case.

"The Government of India vide their order No. L-22012/120/2000-IR (C-II) dated 20th/21st Sep., 2000 referred the dispute to this Tribunal and desired to know "whether the action of the Management of FCI in terminating the services of Shri Sunil Dutt S/o Rohtash Sharma w.e.f. 5th May, 1999 is legal and justified ? If not, to what relief the workman is entitled to ?"

On getting the notice from the Tribunal, the parties appeared through their Counsel and representatives. The workman filed his statement of claim and the Management their reply. The Management placed on record photocopies of a number of documents including that of the agreement between the management and Messrs Aman Security and Detective (Regd.), Chandigarh. They also filed the affidavit of their District Manager, R.A Gupta. In rebuttal the workman has not produced even his own affidavit. As stated earlier right from 30th March, 2006 the workman disassociated with the proceedings. By their pleadings the Management has denied the claim made by the workman that he was engaged by the Management on 1st Jan., 1998 as a watchman on a salary of Rs. 1200 per month in their godown at Faridabad and that his services were terminated on 5th May, 1999 without following the provisions of law; hence disengagement was bad in law. The Management has denied the basic relationship of employer and employee between the parties. Their claim is that they had not engaged the workman as they were in contract with Messrs Aman Security and Detective (Regd.), Chandigarh and it was the said agency which had deputed the workman to work for the management and the Management had no direct control over the workman as he was not their employee nor he had served the management for more than 240 days as is claimed. The claim of the Management has been supported by the affidavit of R.A. Gupta. The workman has not taken the option to cross-examine Mr. Gupta, as he stopped appearing in the case.

On record I do not find any evidence to show that the workman was engaged by the Management directly and it was they who terminated his services from 5th May, 1999. The workman has not filed even his own affidavit to support his claim. The Tribunal is at loss to accept the claim of the workman. Therefore, it is of the opinion that the workman is not entitled to any relief. The award is passed against him holding that he is not entitled to any

relief and his claim is rejected. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 872.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधनत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बाय, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 191/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल-22012/105/2000-आई.आर. (सी-II)]

अजय कुमार गौह, डेस्क अधिकारी

New Delhi, the 28th February, 2007.

S.O. 872.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 191/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 28-02-2007.

[No. L-22012/105/2000-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer.

Case I.D. No. 191/2005

Registered on 2-08-2005

Date of Decision 19-01-2007

Rohtash S/o Shri Kishan Lal, Village Bakri, PO Pali, District Faridabad (Haryana) ...Petitioner

Versus

The District Manager, FCI, Gurgaon

...Respondent

APPEARANCE:

For the Workman : Mr. Jagat Singh, AR

For the Management : Shri Parmod Jain,
Advocate

AWARD

The workman continues to be absent. Management appears through Counsel. Finding that the workman is not appearing since long, it was directed that a notice be issued to him under Registered Cover and the same was issued under Postal Receipt No. 3243 on 20th October, 2006. Neither he is present today nor the notice sent under Registered Cover has been received back unswerved even when more than one month has expired when the notice was issued. It raises the presumption that the workman has received the notice but he was not present. He is not present even on the last two dates nor for his evidence. The Tribunal is satisfied that the workman is no more interested to prosecute his case.

"The Government of India vide their order No. L-22012/105/2000-IR(C-II) dated 19th Sep., 2000 referred the dispute to this Tribunal and desired to know "whether the action of the Management of FCI in terminating the services of Shri Rohtash S/o Kishan Lal w.e.f. 20th March, 1998 is legal and justified ? If not, to what relief the workman is entitled to ?"

On getting the notice from the Tribunal, the parties appeared through their Counsel and representatives. The workman filed his statement of claim and the Management their reply. The workman filed rejoinder whereas the Management placed on record photo copies of a number of documents including that of the agreement between the management and Messrs Aman Security and Detective (Regd), Chandigarh. They also filed the affidavit of their District Manager, R.A Gupta. In rebuttal the workman has not produced even his own affidavit. As stated earlier right from 30th March, 2006 the workman disassociated with the proceedings. By their pleadings the Management has denied the claim made by the workman that he was engaged by the Management on 10th August, 1996 as a watchman on a salary of Rs. 1200 per month in their godown at Faridabad and that his services were terminated on 19th March, 1998 without following the provisions of law; hence disengagement was bad in law. The Management has denied the basic relationship of employer and employee between the parties. Their claim is that they had not engaged the workman as they were in contract with Messrs Aman Security and Detective (Regd), Chandigarh and it was the said agency which had deputed the workman to work for the management and the Management had no direct control over the workman as he was not their employee nor he had served the management for more than 240 days as is claimed. The claim of the Management has been supported by the affidavit of R.A. Gupta. The workman has not taken the option to cross-examine Mr. Gupta, as he stopped appearing in the case.

On record I do not find any evidence to show that the workman was engaged by the Management directly and it was they who terminated his services from 19th/20th

March, 1998. The workman has not filed even his own affidavit to support his claim. The Tribunal is at a loss to accept the claim of the workman. Therefore, it is of the opinion that the workman is not entitled to any relief. The award is passed against him holding that he is not entitled to any relief and his claim is rejected. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 873.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 1104/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल-22012/76/2000-आई.आर. (सी-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 873.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 1104/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 28-02-2007.

[No. L-22012/76/2000-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer.

Case I.D. No. 1104/2005

Registered on 21-09-2005

Date of Decision 19-01-2007

Subhash Chand S/o Shri Rakhla Ram, VPO Jalmana,
District Karnal & Others ...Petitioner

Versus

The District Manager, FCI, Kurukshetra
...Respondent

APPEARANCE:

For the Workman	:	Shri P. S. Rana and Sunil Sood, AR
For the Management	:	Mr. N. K. Zakhmi, Advocate

AWARD

The workmen are not present. Management appears through Counsel.

The record of the file shows that the workmen have played hide and seek with the proceedings in this Tribunal. Right from the day the case was transferred to this Court the workmen did not appear except one of them Subhash Chand appeared on 27th Sep., 2006, that too, after a notice under Registered Cover was sent to the workmen. But on the next date he also disappeared. It was in those circumstances that fresh notices were issued to the workmen under Registered Cover vide Postal Receipt No. 3424 dated 20th October, 2006. Despite that nobody is present today, for the workmen. The notice sent has not been received back unserved. The Tribunal has reasons to believe that the workmen have received the notice, but they are not present. From their conduct the Tribunal is satisfied that they are not interested to prosecute in the present case.

The Government of India vide their order No. L-22012/76/2000-IR (C-II) dated 15th Sep., 2000 desired of this Tribunal to say “whether the action of the Management of FCI in not regularizing the services of the workmen Shri Subhash Chand and 13 others, engaged under contract labour (Regulation and Evolution Act, 1970) in FCI after the notification No. 779 (E) dated 9th Dec., 1976 came into operation, is legal and justified ? If not, to what relief the workman is entitled ?”

The notice of the reference was given to the parties who appeared through their representatives and Counsel. The workmen filed the statement of claim running into 8 pages. The Management filed reply in the shape of Written Statement and opposed the claim of the workmen. The workmen filed rejoinder and affidavit of one of them Subhash Chand in support of the claim. The Management filed the affidavit of their witness Sudeep Singh. The case was being listed for the evidence of the workmen when they stopped appearing in the case. Thus the parties had not produced any evidence nor they have the opportunity to cross examine the witnesses of the parties, so as to prove their respective cases. In this approach the losers are the workmen, as they were required to prove that they were the employees of the Management and the Management failed in its duty to regularize them in service in terms of notification no. 779(E) dated 9th Dec., 1976.

On record I do not find any evidence to show that the workmen are entitled for regularization in terms of the notification referred to above. The claim made by the

workmen in the statement of claim, has been fully rebutted by the management through their pleadings and the affidavit of their witness. There is, therefore, no evidence to show that the workmen were engaged by the Management directly and they have the right to be regularized in service. As such the reference is answered against them holding that they are not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 874.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. एम. बी. के प्रबंधतात्र के समान नियमों और उनके कर्मकारों के बीच, अनुबंध में विस्तृत औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-2, चंडीगढ़ के पैकोट (संदर्भ संख्या 970/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[स. एल-23012/26/1997-आई.आर. (सी-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 874.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 970/2005) of the Central-Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BBMB and their workman, which was received by the Central Government on 28-02-2007.

[No. L-23012/26/1997-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer.

Case I.D. No. 970/2005

Registered on 15-09-2005

Date of Decision 19-02-2007

Baldey Singh S/o Shri Kartar Singh R/o Village and
PO Fatehpur Mehral, Tehsil and District Una, (H.P.)

...Petitioner

Versus

The Chief Engineer, Bhakradam, Nangal Township,
District Ropar.Respondent

APPEARANCE:

For the Workman : Sh. R. K. Singh Parmar

For the Management : Sh. R. C. Atri

AWARD

The workman is not present. Management appears through representative.

The representative of the workman is present and states no instruction in the case. It is on record that today was the last opportunity for the workman to produce his evidence. He has failed to discharge the liability and has even failed to appear in the case. By virtue of the conditional order passed on the last date his evidence is taken to be closed.

The Government of India vide their order no. L-23012/26/97-IR (C-II) dated 22nd July, 1998 referred the following matter for the consideration of this Tribunal :

"Whether the action of the Management of Bhakra Dam in stepping down the rank/pay of Shri Baldev Singh, from Lineman to Beldar instead of Junior Lineman is justified? If not, to what relief the workman is entitled and from which date?"

On the notice of the reference, the parties appeared through their representative. The workman filed his Claim Petition and supported the same with his affidavit and that of his witness Rajinder Singh. The Management filed the affidavit of Shri Vinod Kumar Dewdi supporting their Written Statement. They also placed on record the photo copies of some documents within the full knowledge of the workman.

In his Claim Petition the workman has stated that he had joined the service with the Management as daily wager skilled Mazdoor on 17th October, 1973 and he was given made helper on 1st August, 1977. He was further promoted as a junior lineman on 1st Sep., 1978 and then as lineman on 15th Feb., 1983. Giving the details of pay scale of all the categories of workers he stated that on the day he met with an accident, he was drawing salary @ Rs. 1320 as basic salary, which if reduced by 30% would come to Rs. 935; that after a notice for reduction in pay and designation, he was made as helper whereas he should have been down graded to the post of Junior/Assistant Lineman; that as per the letter of GM, Bhakra Project, only his pay could be reduced to the extent of 30% whereas the Management reduced his allowances also besides the basic pay. Moreover the co-workers were allowed the revised pay scale w.e.f. 1st Jan., 1986 whereas he was given the grade from the year 1994. In addition he was transferred to Civil Works Circle and was put on the job of a caretaker of the office furniture. The management thereby changed his service conditions and violated the provisions of Section 33 sub-section 3 of the I.D. Act, hereinafter to be referred as Act. The Management thus made him to do the Civil

works whereas he had all along performed the job of electricals. Therefore, the action of the Management was illegal, unjustified and unconstitutional.

The Management admitted the first five averments of the Claim Petition. However they raised preliminary objections to the maintainability of the reference saying that the reference is not maintainable as there does not exist any dispute between the parties nor the same was exposed by the Trade Union. It is also stated that the claim is bad for laches.

Facing the other averments, it is stated by the Management that as a result of accident the workman lost his left hand and, therefore, was declared disable. It was in those circumstances that he was served upon with the notice. The workman accepted the proposed change in his status and gave his willingness in response to the notice. In the circumstances he was offered the post of a helper. That the workman had become disabled to perform his duties as a Lineman; hence he was given the job of a helper. The Management helped the workman by retaining him in service. Regarding the payment of wages it is stated by them that as a result of reduction of basic pay, his allowances got reduced automatically. Denying the other averments, made in the Claim Petition, it is stated by the Management, that keeping in view the health of the workman, his services are being utilized and the claimed relief is not available to them. The reduction in his status and pay scale was in accordance with the rules governing the workman.

As stated earlier the workman has not produced any evidence in support of his claim. So much so he has not come forward to stand to the cross-examination of the Management and the averments made by him have been denied by the management except those pertaining to his having been appointed and given promotion, the factum of reduction in salary and status. The Management has placed on record the notice, given to the workman and the order passed copies of which were also sent to the Labour Authorities, besides the General Secretary of Karamchari Sangh, Nangal. There is on record the application of the workman which reads that the workman accepted the change in his designation, which was duly attested by the SDO and the Executive Engineer in the year 1993. In view of the willingness given by the workman it could not lie in his mouth to challenge the reduction in the status and pay ordered by the Management especially in view of disability of the workman in the accident. The workman has failed to produce any evidence to show that the Management could not have done the reduction to that extent or that they had not done so in the similar cases. The order against the workman was therefore, mala fide bad in law. Even otherwise when the workman had suffered disability to the extent of 30% how could he except to perform the duties like an able person and the reduction in his pay scale and status was, therefore was justified. On record I do not find any evidence

to show that the action of the Management was unjustified, unfair and mala fide. His claim that his cadre could not be changed is also not justified. Without one arm he could not performed the duty of the Assistant Lineman and thus the Management was considerate to shift him to other section. For these reasons I am of the opinion that the workman is not entitled to any relief. The reference is answered against him holding that the order of the Management is justified and the workman is not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 875.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार इक्यून ब्रीडिंग स्टूड के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 35/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल-42012/270/2001-आई आर (डी यू)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 875.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 35/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Equin Breeding Stud and their workman, which was received by the Central Government on 28-02-2007.

[No. L-42012/270/2001-IR(DU)]

N. S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer.

Case No. I. D./35/2004

Date of Institution 30-8-2004

Date of Decision 28-04-2005

Title : Rajesh Kumar S/o Sh. Prasada, Resident of H.No. 341, New Rishin Nagar, Near Disposal Hissar.

V/S.

Commandant, Equin Breeding Stud, Hissar

AWARD**Memo for the Workman**

M/s Dipali Puri, Advocate for the Management.

Government of India, Ministry of Labour vide Notification No. 42012/270/2001-IR (DU) dated 23rd of August 2004 referred the following dispute for the adjudication by this Tribunal :

"Whether the action of the Management of Equin Breeding Stud in terminating the services of Sh. Rajesh Kumar w.e.f. 1st of August 1999 is just and legal ? If not, what relief the concerned workman is entitled to ?"

The reference was received in this Tribunal on 30th of August 2004. It was entered in the concerned register and notices were issued to the parties to appear and put up their respective claims with regard to the reference. The Management appeared, in response to the notice, through their Clerk, Shri Tarsem Lal, on 4th of November, 2004, but the workman remained absent. The Tribunal issued fresh notices to the workmen, both by ordinary post and under postal certificate, more than once. Since the notices were not received back by this Tribunal and the address of the workman was apparently clear, the Tribunal presumed that the notices must have been served upon the workman, but he is not interested to appear and contest the case. The Tribunal further showed indulgence and sent the notice to the workman even through the President of his union, but that also went waste as neither the workman appeared nor the notice was received back. Then, the Tribunal waited for him for two more dates without any result. The Tribunal is thus of the opinion that the workman is not interested to prosecute his case.

On record there is neither any claim petition nor any evidence, brought by the workman, to claim that the termination of his services by the management on 1st of August, was unjust and illegal. Though the management appeared regularly, but they could not be asked to state their part of the case since the workman did not make any claim as he has chosen not to appear in support of his claim, as made out in the reference. In the circumstances the Tribunal is not in a position, to say whether the termination of the services of workman, named in the reference, was unjust and illegal. Since the workman has failed to prove that his termination was unjust and illegal, therefore, he is not entitled to any relief. The reference is answered in these terms. Let a copy of this Award be sent to Government of India for necessary action and the file be consigned to record after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 876.—औद्योगिक विधान अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल इंस्टीट्यूट फॉर रिसर्च और ड्रूमफेलोज़ के ग्रबंडर्स्ट्रेंट्र के सम्बद्ध नियोजकों और

उनके कामिकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विधान में केन्द्रीय सरकार औद्योगिक अधिकार नं.-2, खंडीगढ़ के पेट्रोट (संदर्भ संख्या 1169/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल-42012/147/1992-आई आर (डी बी)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 876.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 1169/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Institute for Research on Buffalows and their workman, which was received by the Central Government on 28-02-2007.

[No. L-42012/147/1992-IR(DU)]

N. S. BORA, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH**

Shri Kuldip Singh, Presiding Officer.

Case I.D. No. 1169/2005

Registered on 26-09-2005

Date of Decision 13-02-2007

Hukam Singh S/o. Shri Balbir Singh, Village and PO Bhorpur, Tehsil Nabha, District Patiala.

...Petitioner

Versus

Central Institute for Research on Buffalows, Nabha.
...Respondent

APPEARANCE:

For the Workman : Mr. Sarabjit, AR

For the Management : Mr. R.K. Sharma,
Advocate

AWARD

The parties are not present. The case was received by this Tribunal for consideration from CGIT-cum-Labour Court-1 and Registered on 26th Sep., 2005. On a notice from this Tribunal, Mr. Sarabjit appeared on behalf of the workman but without authority. It is on record that the workman expired during the pendency of the proceedings and his L.R. was substituted. The case is being prosecuted by the L.R. of the deceased workman.

The Government of India vide their order no. L-42012/147/92/IR (DU) dated 13th Dec., 1993 referred the following matter for the consideration of this Tribunal :—

"Whether the action of the Management of Central Institute for Research on Buffalows, Nabha in terminating the services of Shri Hukam Singh S/o Shri Balbir Singh, w.e.f. 17th August, 1990 is legal and justified ? If not, what relief he is entitled to ?"

The claim of the LRs of the deceased workman is that the workman had served the Management for three and half years till 17th August, 1990, when his services were terminated without any notice, charge-sheet, compensation or inquiry and the Management retained his juniors whereas his services were terminated. The workman was getting Rs. 32, as wages per day; that the workman issued demand notice on 23rd August, 1992 but the Management did not reply. The disengagement of the workman was illegal, unjustified, mala fide and void and against the cannons of the natural justice. The workman remained unemployed right from the day of disengagement till he died on 30th Nov., 1992.

The Management has opposed the claim of the workman stating that the workman is not entitled to any relief. According to them the workman had worked for the management from Dec., 1987 to Nov., 1988 for 220 days, from June, 1989 to June, 1990 for 186 days and during his engagement he did not work for the Management for 240 days in a calendar year; that since the workman did not come in the category of those who had put in 240 days of service in a calendar year, therefore, he was not regularized in service. Instead the management had prepared the list of daily paid workers on 13th Sep., 1993 and had circulated the same but the workman did not comply with the conditions; that since the workman was working as a seasonal workman, and not regularly, therefore, he was not entitled for any relief; that the workman had himself left the work and relinquished the job service at his own. The Management had issued notices to him, but he did not respond. They have also taken the plea that the Management is not an Industry.

The LR of the workman, Binder Kaur, filed her affidavit in support of her claim and also appeared as a witness whereas Shri S. M. Dev, appeared as a witness for the management. In her statement Ms. Binder Kaur proved the affidavit filed by her. In cross examination she deposed that her husband had worked for the Management from 1st of June, 1987 to 15th of August, 1990; that the Management had engaged Pala Singh after terminating the services of her husband; and that her husband had worked for 240 days in a year and that on the termination of his services, he suffered of tension; that her husband used to work in the farm and was also looking after the buffalows. Sh. S. M.

Dev, proved his affidavit MW-1 and stated that he relies upon the documents R-1 to R-5. In cross-examination he stated that he has no personal knowledge of the case and has tendered the affidavit on the basis of record of the office. Identifying the signatures of the person on R-5 he stated that the documents are signed by B. R. Chawla who was incharge of the institute at that time. He could not say whether the working days shown include national holidays and Sundays. He admitted that a memo of understanding was arrived at according to which, the work was provided to the workman as and when available. He denied that Pala Singh and Gurdial were juniors to the workman and stated that the workman was offered job twice but he did not join. He denied that no such letter was sent to the workman for appointment. He also denied that the Management had terminated the services of the workman. He denied that an inquiry was held against the workman in his absence.

Except the statements of the witnesses named above there is no record to support the case of the parties. The LR of the workman claimed that the workman had served for more than 240 days, before his disengagement, a fact which is denied by the Management. In the absence of any record it cannot be said that the workman had actually served the Management for 240 days, before the date of termination of his services. The Management has placed on record statement R-1, according to which the workman had served for 26 days in 1987, 194 days in 1988, 114 days in 1989 and 102 days in 1990. There is no rebuttal to this statement of the Management. If we calculate the working days the workman had worked for the Management, 12 months before the termination of his services he did not put in 240 days of service in any calendar year even if the Sundays and the paid holidays are also included which prefixed or suffixed the working days, he served the Management. There is also on record a memo dated 13th Sep., 1993, M-3 according to which 8 workers including the workman were given the option to work for the management as and when the work was available. This memorandum was prepared in the presence of A.I.C Chandigarh. Since the workman had expired on 30th Nov., 1992, so there was no question of his coming for work in terms of the memorandum M-3. The LR of the deceased workman has, therefore, failed to show that the workman had put in service for 240 days on the day his services were disengaged; and that the Management had violated the provisions of Industrial Dispute Act, before terminating the services of the workman. In my opinion there is, therefore, no evidence to show that it was the management who terminated the services of the workman and the termination was illegal and unjustified. The LR of the deceased workman is, therefore, not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 877.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रोविडेन्ट फण्ड कमिशनर अमेनेनाइब्सेन के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण में, II, चंडीगढ़ के पंचाट (संदर्भ संख्या 443/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल-42012/115/92-आई आर (डी यू)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 877.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 443/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Provident Fund Commissioner Organisation and their workman, which was received by the Central Government on 28-02-2007.

[No. L-42012/115/92-IR(DU)]
N. S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT:

Shri Kuldip Singh, Presiding Officer

Case I. D.No. 443/2005

Registered on 19-08-2005

Date of Decision 13-02-2007

Devi Dutt, S/o Shri Hari Ram, R/o Village Uncha Samana, Tehsil, District Karnal. Petitioner

Versus

The Assistant Provident Fund Commissioner, Employees Provident Fund Organisation, Sub-regional Offices, Haryana, K. No. 7-8 and 108, Sector-14, Urban Estate, Karnal. Respondent

APPEARANCE:

For the Workman : Sh. Naveen Daryal

For the Management : Sh. Rajesh Bindal

AWARD

The following reference was received from Government of India Ministry of Labour, Vide their No. L-42012/115/92-IR(DU) dated 30th September, 1993 :

"Whether the action of the Management of Provident Fund Commissioner Organization at Karnal in

terminating the services of Devi Dutt, Ex-Peon-cum-Frash w.e.f. 17th September, 1991 and not giving the preference to him over other persons for re-employment in the same capacity is just fair and legal ? If not, what relief the workman concerned is entitled and from what date ?"

The notice of the reference was given to the parties who appeared through their representatives and later on through their Counsel. The workman filed his claim Petition and the Management reply thereto. The workman filed the rejoinder and his affidavit. The Management filed the affidavit of their witness, K. L. Goyal. They also placed on record photocopies of documents marked as R-1 to R-5. The Management also filed affidavit of Shri A. K. Jain and placed on record photocopies of some more documents.

The claim of the workman is that he had joined service with the Management as a Peon on 10th of Dec., 1990 and he served them continuously upto 17th Sep., 1991 and thereby he served them for more than 240 days; that he was engaged through Employment Exchange, after interview but the Management dispensed with his services without following the procedure laid down in the Industrial Dispute Act, hereinafter to be referred as "Act". The management did not give him notice before terminating his services indicating the reasons for his retrenchment nor he was paid wages and retrenchment compensation. They retained juniors of the workman whereas terminated his services. He named Messrs Ram Dhari, Ram Phal, Manu and Mohinder Singh, junior to the workmen, who were retained. He further claimed that the Management also did not provide him opportunity of re-employment after his disengagement, and thereby violated the provisions of Section 25-F, G and H of the Act. They rather adopted unfair labour practice in terminating his services. The post against which he was working is still available on which a new person has been appointed. He has further claimed that since after his disengagement from service, he is still not employed, gainfully. It is his prayer that he may be taken back in service with full back wages alongwith interest at the rate of 15% p.a.

The Management filed the Written Statement and submitted that since the Management is not an Industry therefore, is not a subject of the Act. Besides, the petition is not maintainable for non-joinder of necessary parties, as the workman has not arrayed the Board of Trustees as a party respondent in the case. In reply to the averments made in the Claim Petition it is admitted by the Management that the workman had joined services on 11th of December, 1990, afternoon but denied that he was appointed as a Peon. Their case is that the workman was engaged as a daily rated contingently paid worker but he had not served them for 240 days. The workman had been engaged off and on and he served the Management for the days as shown in the Annexure R-2 and his engagement was in terms of

Annexure R-1. Admitting that the workman was appointed out of the list provided by the Employment Exchange, it is stated by them that the workman was not given the appointment of a Peon/Frash. Claiming that the conditions of service of a daily rated peon were quite different it is further stated by them that as the Employment Exchange Karnal did not forward the case of workman as a Peon/ Frash; therefore, he could not be appointed even if he was otherwise suitable. The further claim of the Management is that the services of the workman were dispensed with on 17th September, 1991 but they denied that the management had violated the provisions of Section-25-F, G and H, as they had not retained the juniors of the workman. The persons appointed by the management were appointed against different post/cadres by following different procedures and by different authorities. The Management rather showed indulgence and on the request of the workman, asked the Employment Exchange, Karnal to sponsor the name of the workman, but they did not do so. However they sponsored the name of the workman for different post, but the workman did not appear for the interview, therefore, he was not considered. The services of the workman were dispensed with since there was no work available for a daily rated worker. Contesting the claim of the workman that he is not gainfully engaged, it is stated by them that the workman has been earning handsomely.

The workman filed his rejoinder and stated that the Management is an Industry as has been held by the Hon'ble Supreme Court in the case of Bangalore Water Supply and Sewerage Board V/s A. Rajappa, reported as 1978 LAB IC 467. The workman reiterated the facts stated in the Claim Petition and stated that the documents marked R-1 and R-2, referred to by the Management, are not correct. The workman denied the claim made in the Written Statement by the Management, and stated that he is not gainfully engaged as is claimed by the Management.

In his statement before this Tribunal the workman admitted the contents of affidavit W-1 and stated that he was engaged through employment exchange and was paid wages for the days he served the Management; that he had marked his presence in the attendance register from December, 1990 to September, 1991 and he has placed on record the photocopies of the attendance sheet M-1 to M-10. That the Management had requisition fresh hands for the post of Peon after his disengagement; that since he was working with the Management therefore, his name was not sponsored by the Employment Exchange.

The witness of the Management, A. K. Jain in his statement proved his affidavit M-11 and documents, placed on record, M-12 to M-16 and stated that they had requisitioned the services of a Casual Labour, but there is cutting made in M-12 by erasing the word Peon; that the workman used to perform the job of Casual nature such as handling the files and supplying the water to the staff; that

the management had requisitioned the candidates for employment on regular post and even they had recommended the name of the workman for the post of Peon at Karnal, on a regular vacancy, but his name was not sponsored; that the workman had worked only for 181.5 days and if the Sundays and Holidays are included, he had worked for 249.5 days for the period from 10th December, 1990 to 17th September, 1991 however he was made the payment for only 181.5 days. He admitted that the workman was not paid retrenchment compensation nor he was given notice of termination of his services. That Messrs Ramesh, Suresh and Ram Phal were engaged against regular vacancies of Peons on the recommendations of Employment Exchange. Those persons were working even before the engagement of the workman; that they had not prepared the seniority list of Casual Labourers. He further stated that Messrs Suresh and Ramesh were appointed when the names Devi Dutt and Rajkumar were also sponsored. Both of them however did not appear for interview, therefore, their names were not considered. He admitted that the Employment Exchange had shown inability to send the name of Devi Dutt as per M-16, but on subsequent occasion they have recommended the name of the workman.

The perusal of the file shows that the case of both the parties is that the workman had served them from 10th December, 1990 to 17th September, 1991. There is, however, dispute between them about the capacity in which the workman had served. The workman has claimed that he was engaged as a Peon; and that he had continuously served the management for more than 240 days, whereas the Management claims that the workman was engaged as a daily rated contingent labourer; and that he had served for 181.5 days. Their witness Mr. A. K. Jain, in the statement, however admitted that if Sundays and Holidays are included in the period, the workman served for the management then the workman had served the management for 249.5 days. However, he was paid the wages only for 181.5 days. Hon'ble Supreme Court in the case of Civil Appeal No. 300(NL) of 1982 decided on 28th August, 1985 reported as 1986 LAB.I.C 98, has laid down as under :—

"The qualification for relief under S.25F is that he should be a workman employed in an industry and has been in continuous service for not less than one year under an employer. What is continuous service has been defined and explained in S.25F of the Act. In view of Sub-s. (2) of S.25-B the workman shall be deemed to be in continuous service if he has "actually worked under the employer" for particular period. The expression "actually worked under the employer" cannot mean those days only when the workman worked with hammer, sickle or pen, but must necessarily comprehend all those days during which he was in the employment of the employer and for which he had been paid wages either under express

or implied contract of service or by compulsion of statute, standing orders etc. Thus Sundays and other paid holidays should be taken into account for the purpose of reckoning the total number of days on which the workman could be said to have actually worked, AIR 1981 SC 852, Distingu."

The position is, therefore, clear that the workman had put in the service of 249.5 days, 12 months preceding the date of termination of his services, by the Management. The Management has claimed that the workman was engaged as a Casual Labourer and was paid wages out of contingency; that he was not engaged against a regular post of Peon. In order to get the protection under Section 25-F, it is not required that the workman should be engaged against a regular vacancy or is engaged as a daily rated Mazdoor, Casual Worker or even a part timer. What is important is having served the management for 240 days in 12 months preceding the date of his disengagement. In the present case the Management has admitted that the workman had served them for 249.5 days preceding 12 months from the date of termination of his services. Their plea is that the workman was disengaged on the joining of regular appointees. According to them the Employment Exchange had not recommended the name of the workman, therefore, he was not considered for a regular appointment. At this stage the Tribunal is required to examine whether the action of the Management in disengaging the workman on 17th Sep., 1991 was just, fair and legal, which also means whether the protection, the workman earned by having put in 240 days of service to the management, before his disengagement, was provided to him or not. In other words whether the provisions of Section 25-F of the Act were followed or not. The Management's witness admitted that before terminating his services the workman was not given any notice nor he was paid wages for the period of notice and retrenchment compensation. Thus the management did not follow the provisions of Section 25F of the Act. The retrenchment of the workman was, therefore, bad in law.

It is on record that the workman lost the opportunity of getting a regular appointment because of the clash of bits between the management and employment exchange. It is a fact that the workman was in the service of the Management on the recommendation of Employment Exchange when fresh requisition was made for sponsoring the candidates for permanent posts of Peons. As per record the employment exchange did not recommend the name of the workman since on their recommendation, he was already in the service of the management. They sponsored the name of those who were juniors to him. Normally the Management should have included the name of the workman in the list of sponsored candidates saying that the workman was already sponsored by the Employment Exchange for engagement with the Management, but they instead took a narrow view and restricted their consideration to the persons who had been recommended by the

Employment Exchange. The management, however, wrote to the employment exchange to sponsor the name of the workman also but that the Employment Exchange did agree saying that his name could not be recommended twice. In that process, the workman lost the right to be considered for regular appointment as Peon. He further lost his employment since those found fit for employment joined and he was shown the door back without following the provisions of Section 25-F of the Act. This speaks misfortune of the workman. He further suffered because, on second occasion his name was recommended by Employment Exchange but he could not be considered for regular appointment since he did not appear for interview. At this stage I am only concerned with the action of the Management in terminating the services of the workman on 17th Sept., 1991 and as is shown above, the management disengaged the workman without following the provisions of the law as laid down in Section 25-F of the Act. Thus the disengagement of the workman was bad in law.

The question now arises as to what relief the workman is entitled to. It has been held that the Management did not follow the provisions of Section 25-F of the Act before terminating the services of the workman, therefore, his termination was bad in law. It is to be treated that there was no order of disengagement. About the benefits he is entitled to, I hold that he is to be treated in service as if there was no order of his disengagement. In his statement the workman admitted that he had worked as a Casual labourer as and when he got the work so he earned, may not be sufficiently to live life. There is nothing on record to show that the workman was gainfully engaged all through this period i.e. since the day of his disengagement. In my opinion the workman is entitled to 50% of wages what he would have got for his disengagement so as to supplement his income. It is, however, held that it was the workman who failed to appear for interview when his name was sponsored for re-employment alongwith others. Therefore, it was fair and legal for the Management not to re-employ his service he himself did not come forward to appear in the interview. On this account the workman is not entitled to any relief. The reference is answered in these terms. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

—SJK

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 878.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधालय के समान, विवेतकों और उनके समर्थकों के बीच, अनुसंधान में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 356/2005) को प्रकल्पित करती है, जो केन्द्रीय सरकार को 28-2-2007 तक प्राप्त हुआ था।

[सं. एस-40012/34/2001-जारी आर (डी श.)]

एम. एस. खोरा, डैस्ट्रक्ट अधिकारी

New Delhi, the 28th February, 2007

S.O. 878.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 358/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 28-02-2007.

[No. L-40012/34/2001-IR(DU)]
N. S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case I. D. No. 358/2005

Registered on 9-08-2002

Date of Decision 8-12-2006

Karnail Singh S/o Shri Rachan Singh, ... Petitioner
Village and P.O. Majatri, Tehsil
Kharar, Ropar.

Versus

The Principal General Manager, ... Respondent
Telecom, Telephone Department,
Telecom, Sector-18A, Chandigarh.

APPEARANCE:

For the Workman : Sh. Om Parkash Singh

For the Management : Sh. G.C. Babbar

AWARD

The workman continues to be absent. He has not appeared for the last two dates. Even on the earlier dates he appeared through representative but his representative also stopped appearing after 21st July, 2006. It was in these circumstances that a notice to the workman was issued under R/C, Postal Receipt No. 4080 dated 27th Sept., 2006. The notice sent has not been received back even after the expiry of 30 days from the date of issue. The workman is not present today. This shows that the workman has received the notice but he has chosen not to appear. His representative has also not appeared. Therefore, the case is being considered in the absence of the workman.

The Govt. of India vide their Order No. L-40012/34/2002-IR(DU) dated 24th July, 2002 referred the dispute between the parties in the terms "whether the action of the Management of Department of Telecom, Chandigarh in

terminating the services of Shri Karnail Singh, Assistant Line Man w.e.f. 27th Feb., 1992 is just and legal ? If not, to what relief the workman is entitled to?"

The notice of the reference was given to the parties. The workman appeared through Representative whereas the management appeared through Counsel. The workman filed his Claim Petition and the Management their reply to the Claim Statement. The workman filed his rejoinder. The case was being listed for the affidavits of the parties when the workman stopped appearing in the case in person or through representative. The record of the file speaks that the workman has not appeared in person on any date and he has not appeared through representative for the last three dates including this day. He has also not produced any documentary or oral evidence in support of his claim. As against to it the Management has placed on record the photocopies of agreement and the notifications of the Management. The Management has categorically denied that the workman was ever engaged by them or he had served them.

On record there is absolutely no evidence to show that the workman had served the Management as Assistant Line Man w.e.f. June, 1995 till 27th Feb., 1999 when his services were terminated by the Management without any notice to him and without paying him the retrenchment compensation. The claim of the workman is, therefore, not substantiated by any evidence. As such the workman is not entitled to any relief. The reference is answered against him and the award is passed in these terms. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 879.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतात्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 296/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल-40012/267/2000-आई आर (डी यू)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 879.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 296/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation

to the management of Telecom Department and their workman, which was received by the Central Government on 28-02-2007.

[No. L-40012/267/2000-IR(DU)]
N. S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case I. D. No. 296/2005

Registered on 21-09-2001

Date of Decision 20-02-2007

Tarsem Singh S/o Shri Mitro, Village Chabarar, PO Nangal, Tehsil Rajpura, Patiala ... Petitioner

Versus

The General Manager, Telecom, Sector-18, Chandigarh ... Respondent

APPEARANCE

For the Workman : Tanveer Ahmed, AR

For the Management : Shri G. C. Babbar,
Advocate

AWARD

The parties continues to be absent.

The LR's of the workman were summoned by a notice under Registered Cover and the same has been received back with the report that no such person of that name resides in that village. It may be noted here that the workman died during the proceedings and his widow claimed that besides her, the deceased workman has left his son, Jagtar Singh, as Legal Heirs. It was in those circumstances that notices were issued to Ajmer Kaur and then to Jagtar Singh, but the notices to both sent under Registered Cover have been received back unserved with the report that no such person, with those names resides on the addresses given. There is no other address available on record on which the LR's of the deceased workman can be served. They themselves have not come forward to prosecute the case.

This reference was received from the Government of India vide their order no. L-40012/267/2000-IR(DU) dated 29th August, 2000 and they desired to know "whether the action of the Management of General Manager, Telecom, Chandigarh, in terminating the services of Shri Tarsem Singh S/o Shri Mitro, is just and legal ? If not, to what relief the workman is entitled to and from which date" ?

The notice of the reference was given to the parties and the workman filed his Claim Petition whereby he claimed

that he was engaged as a Security Guard by Shri R.D. Sharma on 7th Feb., 1997, and his services were terminated on 27th Feb., 1999, without any notice, inquiry or charge sheet; that although he had served the Management for 240 days, but the Management did not follow the provisions of Industrial Dispute Act, before terminating his services as he was neither given any notice for termination nor was paid wages for the notice period and retrenchment compensation. The Management has denied the claim of the workman stating that they had never engaged the workman nor he ever served them. According to them the Management was banned to engage any worker directly, therefore, the question of the engagement of the workman did not arise.

In support of their claim the Management has placed on record photo copies of agreements and affidavit of Shri Naresh Kumar, SDOP. The workman has, however, not produced any evidence and on record I do not find any evidence to support the claim of the workman that he was engaged by the Management as is claimed and his disengagement was bad in law. In the circumstances the reference is answered against the workman holding that there is no evidence to show that the workman was engaged by the Management and that it is they who had terminated his services; and that the paid termination of his services was illegal and unjust. The workman is, therefore, not entitled to any relief. The award is passed against him holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 880.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधन के सम्बद्ध नियोजकों और उनके कार्यकारी के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 963/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल-40012/461/1999-आई आर (टी यू)]

एम. एस. बोरा, डेस्क ऑफिसर

New Delhi, the 28th February, 2007

S.O. 880.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 963/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their

workman, which was received by the Central Government on 28-02-2007.

[No. L-40012/461/1999-IR(DU)]
N. S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case I. D. No. 963/2005

Registered on 15-09-2005

Date of Decision 20-02-2007

Paramjit Singh C/o Shri N. K. Jeet, President, Telecom Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab) ... Petitioner

Versus

The General Manager, Department of Telecom, Hoshiarpur ... Respondent

APPEARANCE

For the Workman : Shri N. K. Jeet

For the Management : Ms. Dipali Puri,
Advocate

AWARD

The workman continues to be absent. Management appears through proxy counsel.

It is on record that the workman has not appeared in this Court since long except on 2nd August, 2006. He had been taking opportunities to produce the evidence since many dates but has not produced any evidence nor he has appeared as a witness in the case. On a call by, a notice under Registered Cover, he appeared on 2nd August, 2006 and thereafter has not appeared. It is in these circumstances that the reference is being answered in his absence.

The Government of India vide their order no. L-40012/461/99-IR (DU) dated 13th March, 2000 has desired to know whether the action of the Management, General Manager, Hoshiarpur in terminating the services of Shri Paramjit Singh, workman, engaged through Contractor Shri Ashok Kumar Sharma, w.e.f. 1st March, 1999 is legal and justified ? If not, to what relief the workman is entitled and from which date ?

The workman filed his statement of claim on a notice from the Tribunal and claimed that he had served the

Management as Clerk in TRA Branch Hoshiarpur on a salary of Rs. 2138 from 1st Jan., 1997 to 28th Feb., 1999; and that the Management terminated his services without notice, inquiry, charge sheet. In reply the Management denied the claim of the workman and stated that there never existed a relationship of employer and employee between the parties. The Management had engaged Shri Ashok Sharma, Contractor to provide work force. According to them the workman was never engaged by them nor he ever served them. Therefore, he is not entitled to any relief. They have also placed on record the copy of the agreement, claimed to be entered with Shri Ashok Sharma on 26th Dec., 1996. In support of his claim the workman filed his affidavit whereas the Management filed the affidavit of Shri Manjit Singh, AO(TRB). As stated earlier, neither the workman nor the witnesses of the Management has appeared so far. The affidavits filed by them are not proved. There is no evidence to support the claim of the workman that he was engaged by the Management through the Contractor and it was the Management which had terminated his services on 1st March, 1999. For want of evidence, the claim made by the workman is not proved, therefore, the reference is answered against his holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 881.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, चण्डोगढ़ के पंचाट (संदर्भ संख्या 98/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल-40012/2/2005-आई आर (डी यू)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 881.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 98/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 28-02-2007.

[No. L-40012/2/2005-IR(DU)]

N. S. BORA, Desk Officer

ANNEXURE**CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH**

Shri Kuldeep Singh, Presiding Officer

Case I. D. No. 98/2003

Registered on 17-05-2005

Date of Decision 17-01-2007

Krishan Kumar S/o Shri Nand Lal, R/o Village and Post Office Parwara, Tehsil Chachiot, Mandi (HP)
... Petitioner

Versus

The Sub-Divisional Officer, Telecom, BSNL, Sunder Nagar, District Mandi ... Respondent

APPEARANCE

For the Workman : D. R. Sharma &
Bharat B. Sharma
AR

For the Management : Sanjiv Sharma,
AR

AWARD

The workman continues to be absent. His Counsel has also not appeared since last date fixed in the case. It was in that situation the notice to the workman was sent under Registered Cover vide Postal Receipt No. 513 dated 6th Dec., 2006. Today the workman is not present in person or through his Counsel. The notice sent to him under Registered Cover has also not been received back even after the expiry of statutory period of 30 days. This gives arise to the presumption that the notice has been received by the workman but he has chosen not to appear in the case. He seems to have lost interest in the matter. It is in these circumstances the case is being disposed of in his absence. Nobody is present for the management.

The appropriate Government vide their Order No. L-40012/2/2005 IR(DU) dated 27th April, 2005 desired of this Tribunal to adjudicate upon whether the action of the Management of District Manager, Telecom, Mandi in terminating the services of Shri Krishan Kumar w.e.f. 24th August, 1996 without any notice and payment of retrenchment compensation is illegal and unjustified ? If so to what relief the workman is entitled to and from which date ?

The workman supporting the reference claimed that he was initially engaged as a Daily Wager Mazdoor on 19th Dec., 1995 and was posted with JTO, Gohar. He continuously served in that situation till 24th August, 1996. The JTO disengaged him from service orally. According to

him his termination from service was illegal. That the workman filed a petition before the CAT, Chandigarh which held the workman entitled for the benefits under the 1997 policy but the Management did not consider his claim saying that he was not on the role of the Management on 1st August, 1998. The Management, however, admitted that the workman had served the Management for 240 days during the period 1995-96. The workman has also approached the H.P High Court. The workman has claimed that the termination of his services was bad in law, in violation of Industrial Disputes Act, 1947 hereinafter to be referred as Act. The Management further violated the law as fresh appointments were made by them ignoring the claim of the workman. Therefore, his termination be declared as bad in law and he may be reinstated in service with all consequential benefits.

The Management has denied the relationship of employer and employee between the parties besides taking number of preliminary objections. It is stated by them that the workman was engaged on day-to-day basis purely for Casual nature of work w.e.f. 19th October, 1995. During Jan. to March, 1996, the Management requisitioned a list of candidates for employment on sanctioned posts. The name of the workman was sponsored by the Employment Exchange. On the availability of selected Daily Rated Mazdoor, after the selection process, the workman was asked not to come for duty, 24th August. However the workman was paid for the period he worked. Even an experience certificate was issued to him by SDOT, Sundernagar. The further claim of the Management is that the workman has placed a wrong reliance on the judgements referred to by him. The Management had considered the case of the workman in terms of the directions issued by the CAT and passed a speaking order which was served upon to the workman. The Management had challenged the order of the CAT passed in OA No. 1146/HP/96 dated 3rd October, 2001 in the High Court of Himachal Pradesh and the order of CAT has been stayed. According to them the workman is wrongly claiming benefit of policy of 1997 since his name was not recommended by the Employment Exchange nor he was on the role of Management on the day the policy was to take effect. He had also not served for 240 days in a calendar year preceding the relevant date. It is also their claim that since the workman was a Casual labourer, therefore, he has no right to claim therefore the reference may be answered against him.

As stated earlier the parties have not led any evidence in the case. They have virtually disassociated from the case documents placed by them on record are not proved. The claim made by them in their pleadings has remained unsubstantiated. There is a copy of the order dated 21st Jan., 2002, placed on record, which is issued by the General Manager, Telecom, Mandi in the case of the workman. So as to get the benefit of the scheme of BSNL, dated 12th Feb., 1999 a clarification dated 3rd May, 2001

was issued by which the circumstances were given in which the temporary status, to the Casual Labourer, could be given a workman provided he was engaged during the period from 31st March, 1985 to 22nd June, 1998 and he who was in the service of the Management on 1st August, 1998 and he had served the management at least for 240 days. The workman since was not in the employment of the Management on 1st August, 1998, therefore, he was held to be not eligible for the benefit of that scheme. The workman has produced no evidence to support his claim to rebut the claim of the Management.

There is, however, admission on the part of the Management that the workman had served the management from 19th October, 1995 to 24th August, 1996, admittedly for more than 240 days. His regularization was considered by the management, after his name was sponsored by the Employment Exchange, against the sanctioned post of daily rated Mazdoors, but he was not found eligible. On the joining of the selected daily rated Mazdoor he was asked not to come for the duty. The Management by their own pleadings has admitted that on the day the workman was disengaged, he was not given wages for the notice period nor was paid the retrenchment compensation. The Management, therefore, violated the provisions of Section 25-F of the I.D Act, thus making the disengagement of the workman as bad in law. It may be that the management disengaged the workman on the joining of the duly selected daily rated Mazdoor, but they were supposed to follow the provisions of Section 25-F of the Act since the workman had put in 240 days service by that time 12 months preceding the date of his disengagement. The disengagement of the workman was, therefore, is held to be bad in law. He is, therefore, treated to be in service all through this period as if, there was no order of his disengagement.

Since the workman has not appeared as a witness in the case nor has claimed that he has remained without work and was not engaged gainfully during the period he was out of job. Therefore, his claim for back wages is not supported and the same is declined.

Considering the facts and circumstances of the case I hold that the disengagement of the workman on 24th August, 1996 was bad in law as the management did not follow the provisions of Section 25-F of the Act before terminating the services. The workman is treated to be in service in the circumstances and entitled to all service benefits except the payment of back wages. In view of the discussion made the reference is answered in favour of the workman. The management is directed to take back the workman on the post he was working as if there was no order of his disengagement by the management. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 882.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 11, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1014/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल-40012/280/2001-आई आर (डी यू)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 882.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1014/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 28-02-2007.

[No. L-40012/280/2001-IR(DU)]

N. S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case I. D. No. 1014/2005

Registered on 17-09-2005

Date of Decision 16-01-2007

Sh. Onkar Nath S/o Late Sh. Shankar Dass, 658-B, Sector-44-A, Chandigarh.

Versus

The Principal General Manager, Telecom, Telephone Department, Sector-18-A, Chandigarh.

APPEARANCE

For the Workman : Mr. R. K. Sharma

For the Management : Mr. G. C. Babbar

AWARD

The workman continues to be absent. Management appears through counsel.

The record of the file shows that the workman appeared only once in this Tribunal in person and on one more occasion through his representative, but thereafter he stopped coming. Upon this, notices were issued to him but he did not appear. Ultimately notice under R/c was sent to him on 12th December, 2006, under Postal Receipt

No. 402 dated 12th December, 2006. The workman is not present today despite that notice. The notice sent to him under R/C has been received back with the report that no such person resides at that address. This gives rise to the presumption that he is left with no interest in the case, that is why, he is not appearing since long.

The Government of India vide their Notification No. L-40012/280/2001-IR (DU), dated 5th April, 2002, desired of this Tribunal to adjudicate upon whether the action of the Management of Department of Telecom, Chandigarh, in terminating the services of Sh. Onkar Nath, Ex-Peon, w.e.f. 27th February, 1999, was just and legal ? If so, what relief the workman is entitled to ? For and against this reference, the workman filed the statement of claim and the Management reply thereto. There is also on record the rejoinder and affidavit of the workman and a number of documents in the shape of photocopies thereof. However, neither of the parties have appeared to support their pleadings nor have produced any witness to prove the documents placed on record. There is, therefore, no evidence to show that the Management had terminated the services of the workman w.e.f. 27th February, 1999. The claim of the workman that he was appointed by the Management as a Peon w.e.f. 1st October, 1997 and he served them upto 27th February, 1999, when his services were terminated by them, has been denied by the Management in the written statement. It is claimed by them that the workman was not engaged on the date, he has claimed, nor it was they who had terminated his services. According to them the workman was neither appointed by them nor they terminated his services. The Management had entered into contract, for the supply of labour, and they were provided the labour by the said contractor. Therefore, the question of engagement of the workman did not arise. The workman has failed to rebut this claim of the Management. He has further failed to prove that his services were terminated by the Management illegally. Therefore, the workman is entitled to no relief. The reference is answered against him and the award is passed. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 883.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 599/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल-40012/386/99-आई आर (डी य)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 883.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 599/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 28-02-2007.

[No. L-40012/386/99-IR(DU)]
N. S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT:

Shri Kuldip Singh, Presiding Officer

Case No. I. D. No. 599/2005

Registered on 23-08-2005

Date of Decision 8-12-2006

Rajinder Kumar S/o. Shri Abhay Ram, C/o. Shri N. K. Jeet, President, Telecom Labour Union Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab)
... Petitioner

Versus

The General Manager, Telecom, Bhatinda (Punjab)
... Respondent

APPEARANCE:

For the Workman : Shri N. K. Jeet

For the Management : Shri G. C. Babbar

AWARD

The workman is not present. He last attended this Court in person on 16th March, 2006, on which day his statement was recorded. Thereafter, he did not appear. On 27th July, 2006 he filed an application for summoning a witness for him through his representative. Since the Management did not file objections to the application, therefore, the same was allowed even in the absence of the workman and it was directed that the witness of the workman be summoned at his expenses. The record of the file shows that neither the workman appeared thereafter nor he deposited the diet expenses of the witness so the witness of the workman was not summoned.

On record there is the claim Petition of the workman, the reply of the Management, affidavit of their witness and photocopies of documents produced by them including the copies of the agreements. The workman has also filed

his rejoinder and affidavit. He has also made oral statement. However, he has not come forward to cross-examine the witnesses of the Management, likely to be produced. The Management has not got so far full opportunity to support their claim.

In his own statement recorded on 16th March, 2006, the workman deposed that he was appointed through S. N. Taneja, SDO, on his making the application, which is with the Management; and that he was appointed through the employment exchange, but no order of appointment was given to him: that his job was to remove the faults in the line; that the record of his services is with the Management. He denied that he was appointed through the contractor. He claimed that he used to accompany Balbir Chand, Mechanic. He further stated that he did not know any Ashok Kumar Garg nor he was appointed by him. As per record, the workman has not produced anything to show that he was appointed by the Management; and that he had served them for the period he claimed to have worked for the Management. He claimed that he had worked with mechanic Balbir Chand, but he has not produced him. When the Court directed that the witness be summoned, if his diet expenses are to be deposited by the workman neither deposited the diet expenses of the witness nor appeared himself thereafter. The workman claimed that he was appointed by S. N. Taneja, SDO and he had worked under his control. The workman, however, has not produced Shri Taneja, as witness. On record I do not find any evidence except the statement of the workman. If the workman was not in possession of the record, he could at least make efforts to get the same summoned from the Management through the Court. But he has not done so. It is also interesting to note that in his affidavit he claimed to have been engaged by JTO Raman and did not name SN Taneja, the SDO, who had engaged him. Thus he contradicted his own stand.

After going through the file I do not find any evidence to support the claim of the workman that he had served the Management from 1st April, 1998 to 1st March, 1999 on a salary Rs. 2168 (in the affidavit he has claimed as Rs. 2138). Therefore, the workman is not entitled to any relief. The reference is answered against him holding that the workman has failed to show that he was engaged by General Manager Telecom, Bhatinda and that his services were terminated by him in violation of provisions of law and principles of natural justice. The award is passed in these terms. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 884.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग

के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 553/2005) को प्रकाशित करतो हैं, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल-40012/300/2001-आई आर (डी यू)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 28th February, 2007.

S.O. 884.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 553/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 28-02-2007.

[No. L-40012/300/2001-IR(DU)]

N. S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT:

Shri Kuldip Singh, Presiding Officer

Case I. D. No. 553/2005

Registered on 23-08-2005

Date of Decision 8-12-2006

Mahesh C/o. Shri N. K. Jeet, 27349, Lal Singh Basti Road, Bhatinda (Punjab) ... Petitioner

Versus

The General Manager, Telecom, E-10-B, Building Behind HPO, Bhatinda (Punjab) ... Respondent

APPEARANCE:

For the Workman : Shri N.K. Jeet

For the Management : Shri G. C. Babbar

AWARD

The workman continues to be absent. Management appears through Counsel. He last attended the proceedings on 5th May, 2006 that too through the representatives. The fact is that he has never appeared in person and has not appeared even through representative after 5th May, 2006. It was in these circumstances that the notice was issued to the workman under R/C Postal Receipt No. 3265 dated 13th October, 2006. The workman was supposed to appear today, but he is not present. The notice sent to him has been received back with the report that the address

given on the R/C is not correct. The address on which the notice was sent to the workman was the address given by the workman in his affidavit, filed on 28th March, 2006. Earlier the notice was given to him on the address given in the order of reference. The address so given was care of his representative, who, as I stated above, stopped appearing in his case. On 1st August, 2006 the said representative Shri N. K. Jeet, stated that he has no instructions to appear in the case. It was in those circumstances that the notice was sent to the workman on the other; only address available, but he has not been served even on that address. This makes the Court to believe that the workman has left without proper address and that he is no more interested in the case.

The appropriate govt. vide their Order No. L-40012/300/2001-IR(DU) dated 5th February, 2002 desired to know "whether the action of General Manager, Telecom Bhatinda, in terminating the services of Shri Mahesh S/o Shri Harnam Singh, Chowkidar w.e.f. 20-7-1999 was just and legal and if not to what relief the workman is entitled to and from which date ?"

The workman filed the statement of claim, to which the Management filed the reply. The workman filed rejoinder and also his affidavit. In rebuttal the Management filed the photocopies of a number of documents, such as agreements and letter issued by the Management. The case was being listed for the affidavit of the Management, when the workman stopped appearing, even through his representative. Therefore, there is no substantial evidence produced by the workman in support of his claim that he was engaged by the Management as Chowkidar on 1st Jan., 1998 on a monthly salary of Rs. 1800; and that he had served the Management till 20th July, 1999; that the Management terminated the services of the workman without notice, chargesheet, inquiry or compensation. The Management, in reply has denied the claim of the workman and has stated that the workman was never engaged by them nor he served them as their employee, therefore, he is not entitled to any relief.

As stated above there is no evidence to support the claim of the workman. The relationship of employer and employee between the parties has been denied. The workman has not appeared to verify the facts stated in the statement of claim and the affidavit. He has also failed to produce any evidence to show that he had worked for the Management from 1st Jan., 1998 to 12th July, 1998 and thus he had served the management for 240 days, 12 months preceding the date of his termination. The claim made by the workman is, therefore, not proved. So he is not entitled to any relief. The reference is answered against him holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 885.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एक सौ आई के प्रबंधात्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1120/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को जारा हुआ था।

[स. एल-22012/157/2001-आई आर (सी-II)]
अजय कुमार गौर, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 885.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1120/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Food Corporation of India, and their workman, which was received by the Central Government on 28-02-2007.

[No. L-22012/157/2001-IR(C-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT:

Shri Kuldip Singh, Presiding Officer

Case I. D. No. 1120/2005

Registered on 22-09-2005

Date of Decision 20-02-2007

Karnail Singh S/o Shri Prem Chand, C/o President,
BMS Aggarwal Chowk, Mohan Nagar, Kurukshetra.
Petitioner

Versus

The District Manager, FCI, Kurukshetra

...Respondent

APPEARANCE:

For the Workman : Sudarshan Goel & Sanjivni
ARs

For the Management : Mr. N. K. Zakhmi,
Advocate

AWARD

The workman continues to be absent. He was issued notice under Registered Cover vide Postal Receipt No. 493 dated 20th December, 2006. The notice so sent has not

been received back even after the expiry of two months. This shows that the workman has received the notice but he has chosen not to appear in the case.

The appropriate Government desired to know by their order No. L-22012/157/2001-IR(C-II) dated 21st August, 2002 whether the action of the Management of FCI, represented by District Manager, FCI, Kurukshetra in terminating the services of Shri Karnail Singh, the workman engaged through contractor M/s. Ex-Servicemen Security Services w.e.f. 18th August, 1995 legal and justified? If not to what relief the workman is entitled to?

In response to the notice issued the workman filed the Claim Petition and claimed that he had been serving the Management in their Godown at FSD Kaithal since Jan., 1995, on a monthly salary of Rs. 1390 that the management terminated his services on 23rd Jan., 1996 without notice, chargesheet and inquiry and also without paying him the retrenchment compensation. He has prayed for issuing the directions to the Management to reinstate him in service and pay him the back wages besides give him continuity in service and the emoluments due. The Management has opposed the claim of the workman stating that they had never engaged the workman; that the Management had engaged a contractor to provide security to their godowns, thus there never existed a relationship of employer and employees between the parties; and that to FCI is not an Industry. The Management, therefore, has stated that the workman is not entitled to any relief and the reference may be answered against him. They have placed on record the photocopies of the agreement and other documents. They have also supported their claim by an affidavit of their District Manager, Shri A. P. Sharan whereas the workman has filed his own affidavit and rejoinder.

The record of the file speaks that the case was being listed for the evidence of the workman when he stopped appearing in the case. It was in those circumstances the notice to him under Registered Cover was issued to which he has not responded. The affidavit filed by him has remained not proved. Except that, there is no evidence supporting the claim of the workman. On record I do not find any evidence to show that the Management had engaged the workman and that the Management violated the provisions of the law by terminating his services on 18th August, 1995. The workman has utterly failed to prove the relationship of employee and employer between the parties even through Messrs Ex-Servicemen Security Services, Kurukshetra. In view of this the workman is to entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 फरवरी, 2007

का.आ. 886.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1182/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-2-2007 को प्राप्त हुआ था।

[सं. एल- 22012/443/2004-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 28th February, 2007

S.O. 886.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1182/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Food Corporation of India, and their workman, which was received by the Central Government on 28-02-2007.

[No. I-22012/443/2004-IR(C-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR-18, CHANDIGARH

PRESENT:

Shri Kuldip Singh, Presiding Officer

Case I. D. No. 1182/2005

Registered on 03-10-2005

Date of Decision 12-02-2007

Shri Prem Kumar, S/o Shri Jagdish Chand, R/o Village Baharimahalla Thanesar, Kurukshetra, (HRY).

... Workman

V/s.

Distt. Manager, Food Corporation of India, Sandeep Chatha Complex, Pipli Road, Kurukshetra.

... Management

APPEARANCES:

For the Workman : Mr. Arun Kumar Batra

For the Management : Mr. Santokh Singh

AWARD

The workman is not present. Shri Dharambir who appeared as representative of the workman and Shri A. K. Batra, Advocate who claimed himself to be the counsel for the workman appeared for him on a number of dates and

sought time to produce the workman. They also undertook to file the affidavit of the workman, but today both have stated that the workman is not interested to continue prosecuting his claim. The record of the file shows that the workman appeared in person on 19th April, 2006 and filed the claim petition. He also filed the authority letter of the person he wanted to represent him. Since then he has not appeared. The workman has remained absent in these proceedings right from 5th July, 2006 and that itself shows that he has lost interest in prosecuting the present case.

The Government of India referred the dispute between the workman and the Management to this Tribunal, and desired to know whether the action of the Management of FCI, in terminating the services of Shri Prem Kumar, Watchman, with effect from 23rd August, 1995 was legal and justified and if not to what relief the workman was entitled to. The workman filed his claim petition and claimed that he had served the Management from May, 1991 at Pipili-Kurukshetra and that his services were terminated on 23rd August, 1995 without notice, charge sheet, inquiry, nor he was paid any compensation. The Management filed reply to the claim petition and stated that the workman was never engaged by them nor he ever served them directly; and that the workman was an employee of Ex-serviceman Security Services, therefore, he has no claim against the Management. In support of his claim the workman has produced no evidence, whereas the Management has filed the affidavit of their witness. The court waited for the workman all this period and directed him to produce his evidence, but he has not produced any evidence. Thus I find no evidence on record to show that the workman was employed by the Management and his services were terminated by them on 23rd August, 1995 without following the provisions of law and rules. The workman has failed to prove the claim made by him in the claim petition. Therefore, he is not entitled to any relief. The reference is answered against him holding that he is not entitled to any relief. Let a copy of this Award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion:

KULDIP SINGH, Presiding Officer

नई दिल्ली, 5 मार्च, 2007

का.आ. 887.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधतात्र के सम्बद्ध नियोजकमंडल और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण नं. 11, चण्डीगढ़ के पंचाट (संदर्भ संख्या 757/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-3-2007 को प्राप्त हुआ था।

[सं. एल-12012/288/89-आई आर (भी-III)/आई आर (भी-I)]

अजय कुमार, इसक अधिकारी

New Delhi, the 5th March, 2007

S.O. 887.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 757/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and their workman, which was received by the Central Government on 5-3-2007.

[No. L-12012/288/89-IR(B-II)/IR (B-I)]
AJAY KUMAR, Deck Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM- LABOUR COURT-II, CHANDIGARH

PRESENT:

Shri Kuldip Singh, Presiding Officer

Case No. I.D. No. 757/2005

Registered on 12-02-1990

Date of Decision 28-11-2006

Roop Singh, S/o. Shri Pritam Singh, VPO Bughi Pura,
Tehsil Moga, District Faridkot Petitioner

Witness

The Chief Manager, State Bank of Patiala, The Mall,
Patiala Respondent

APPEARANCE:

For the Workman : Shri Hardiyal Singh, AR

For the Management : Mr. N. K. Zakhmi, AR.

AWARD

The following reference was received from the Govt. of India vide their notification No. L-12012/288/89-IR(B-II) dated 7th February, 1990 :

"Whether the action of the State Bank of Patiala in dismissing Shri Roop Singh, Clerk-cum-Cashier at Mansa Branch w.e.f. 6-6-1998 is legal and justified ? If not, to what relief the concerned workman is entitled to and from what date ?"

After the reference was received, notices were issued to the parties who appeared through their Counsel. The workman filed his Claim Petition, on the replication besides his own affidavit. The Management filed reply to the Claim Petition and also tendered the affidavit of Shri D. N. Garg, the inquiry officer in the case as their witness. They also

placed on record the document Exhibit M-2. The Management also placed on record the photo-copies of proceedings of the inquiry held against the workman.

In support of their respective claims the workman examined himself whereas the Management produced Shri D. N. Garg as their witness.

The claim of the workman is that he was serving the Management as Cashier-cum-Clerk in Mansa Branch and was under transfer to Konke Kalan Branch when he was served upon with a charge-sheet on 25th February, 1987, which was false and fabricated. He replied the charge-sheet and the inquiry was held against him. The inquiry officer all along with sided with the Management, gave perverse and lopsided findings, by which he proved the charges against the workman. The Disciplinary Authority terminated the services of the workman on the basis of the inquiry held and thereby rendered arbitrarily, discriminatory and harsh decision violating the principles of natural justice. During the inquiry the workman was not provided with the opportunity to cross-examine the witnesses of the Management. The so called complainant was not examined as a witness and the inferences drawn by the inquiry officer were wrong; that the whole case was fabricated against the workman by Fanish Gupta, Deputy Head Cashier who had trade relation with Mrs. Jindal Banaspati Bhandar and against whom the workman produced the evidence of the transaction of Rs. 20,000, but the inquiry officer did not take that fact into the consideration. The Disciplinary Authority did not consider the merit of the proceedings and irregularities committed during the proceedings and terminated the services of the workman on 6th June, 1988. His appeal was also decided without considering the merits and demerits of the case. Thus the punishment awarded to the workman was on the basis of surmises and conjectures, therefore, the inquiry conducted was not fair and the order based upon that was bad in law and the same needs to be quashed.

The Management has opposed the claim of the workman. Giving the details of events having taken place during the inquiry, it is stated by the Management that the workman was charge-sheeted on 25th February, 1987. He was given 10 days time to reply the charge-sheet but he did not submit the reply whereupon the Management decided to hold an inquiry against him and appointed Shri D. N. Garg a Senior Officer as Inquiry Officer. The inquiry officer gave full opportunity to the workman to defend himself. After holding fair and proper inquiry, he found the workman guilty and the charges contained in the charge-sheet dated 25th February, 1985 proved against him. The Disciplinary Authority considered the matter dispassionately and issued a notice to the workman to show cause as to why his services be not terminated in accordance with Bi-partite settlement dated 19th October, 1966, Shastri Award besides settlement of 1989. The

workman replied to the show cause notice but could not convince the disciplinary authority. Therefore, the Disciplinary Authority passed the order as was proposed in the show cause notice and the workman was dismissed from service. The workman filed appeal, but the Appellate Authority did not find any merit in that and dismissed the same. The order of disciplinary authority was conveyed to the workman. Reserving their rights to produce evidence in the Court so as to justify their action it is submitted by them that since the workman had exhausted all the departmental channels, therefore, has no right to question the merits of the decision. Moreover, the proceedings are bad for misjoinder and nonjoinder of necessary parties.

On merits it is submitted by them that the inquiry officer had conducted the inquiry in a fair and proper manner. The workman was given full opportunity to prove his innocence but despite that the workman could not prove that the charges levelled against him were false. It was in those circumstances that the inquiry officer held the charges proved against him. The Disciplinary Authority punished the workman after giving him full chance to state his case. He considered the matter dispassionately. It was on the basis of gravity of misconduct committed that the punishment of dismissal was awarded to the workman. The Management did not violate the principles of natural justice while conducting the inquiry. The workman was given full opportunity to defend himself. Denying the claim of the workman that the Disciplinary Authority and Appellate Authority did not consider the merits and demerits of the case, it is stated that the inquiry was held fairly in which the workman was given full opportunity to defend himself. Therefore, the action of the Management was fair and proper.

The workman filed rejoinder, but did not add anything new to the facts already stated by him. He only contested the claim of the Management, made in the Written Statement and stated that the facts stated by the management, are not correct. He reiterated his claim that the inquiry officer had not considered the facts brought to his notice; and that the findings of the inquiry officer were perverse, therefore, the punishment based thereupon is bad in law.

The workman appeared as a witness in the case. In his statement he admitted the contents of affidavit, filed by him which was exhibited as W-1. He admitted that he was charge sheeted and that he had submitted the reply to the charge sheet. He denied that Rs. 1000/- was received by him in excess and not deposited the same in the Sundry Account. He admitted that he had participated in the inquiry proceedings, along with his authorized representative, and had cross-examined the witnesses of the Management. He further admitted that he was issued a show cause notice about the proposed punishment; and that he was given personal hearing by the management; and that he had filed

the appeal which was dismissed. On further cross-examination he stated that he is married having children and they are dependent upon the pension of his father besides upon the income from the sale of buffalo milk.

From the pleadings of the parties, it is clear that it is the case of domestic inquiry where the Management had held inquiry against the workman for his alleged misconduct. In such cases, as is held by the Hon'ble Supreme Court, in the case reported as 1999(1) SCT 642 the sole judge of the facts is the Disciplinary Authority and in case an appeal is filed, the Appellate Authority has also the same powers and jurisdiction to reappreciate the evidence and come to its own conclusions on facts. In such a situation it is only those very authorities, who are the fact finding authorities. Once the finding of the facts, based on appreciation of evidence is all recorded, the High Court in its writ jurisdiction cannot interfere with the factual findings normally unless it finds that the finding recorded was perverse and are legally untenable. The adequacy or inadequacy of the evidence is not permitted to be canvassed before the High Court. In numerous other judgements, the Hon'ble Supreme Court has also held that an inquiry is not an empty formality, but an essential condition to the legality of the Disciplinary order. In other words before the delinquent workman is punished, the employer should hold a fair and regular inquiry into his misconduct.

In the present case, the workman admitted that he had participated in the inquiry alongwith his defence representative; and that he had cross-examined the witnesses of the Management. He further admitted to have received the show cause notice by which the punishment was proposed against him. He also admitted that he had filed the appeal and that he was also provided with an opportunity of personal hearing. What he has alleged is that the Disciplinary Authority and the Appellate Authority did not appreciate the evidence in the manner they should have done. It is also his allegation that the management did not appreciate the facts, about the nexus of Mr. Fanish Gupta and M/s. Jindal Banaspati Bhandar, which he had alleged and proved by producing evidence of a transaction of Rs. 20,000, by way of cheque, issued by Fanish Gupta, in favour of M/s. Jindal Banaspati Bhandar. He also alleged the connivance of JP Verma in the affair, so as to involve the workman. He also alleged the discrimination given to him stating that in a similar situation M/s. Shashi Bala and Parveen Kumar Singla were given a light punishment of only transfer whereas the workman was dismissed from service.

It has come on record that the officials of the Management Bank suspected the role fair working of the workman. Therefore, they took the assistance of M/s. Jindal Banaspati Bhandar in proving the same. It was stated so in the complaint against the workman the rupees one thousand were given extra to the workman who if return the same to

the depositor. The witnesses of the Management, by their statements proved that the said money was recovered from the workman. The workman, by cross-examining those witnesses or by leading any evidence could not prove that the evidence against him was manipulated and fabricated on that the witness had reasons to state so against him.

From the claim of the workman I find that he has raised no objection to the procedure followed by the inquiry officer in holding the inquiry. The record of the inquiry proceedings also shows that the inquiry officer had given full opportunity to the workman to defend himself. He was provided with the assistance of a defence representative. He was also allowed to produce his witnesses besides he himself also came in the witness box. At his own sweet-will the workman clensed his defence evidence. Thus I do not find that the Management failed in its duty, at any stage, to follow the provisions of law in holding the inquiry they violated the principles of natural justice. As per the law laid down by the Hon'ble Supreme Court, it is the Disciplinary Authority and the Appellate Authority who could be the sole fact finding authorities and this Tribunal cannot substitute its finding facts unless it is shown that the findings of the fact recorded by the disciplinary and appellate authority were perverse and legally untenable. After going through the record of inquiry proceedings I am of the opinion, the findings of the facts was neither legally untenable nor perverse.

If we look at the inquiry proceedings, the inquiry officer before beginning with the inquiry provided the list to the workman of the documents and of the witnesses the Management desired to produce against the workman. The documents desired to produce against the workman were the book of instructions, the report of D. P. Kaushal, the complaint of M/s. Jindal Banaspati, statement of Baldev Singh, Head Cashier, besides the complaint from GMO Office. The management desired to examine S/Shri Kaushal Manager, Ramesh Jain of Jindal Banaspati, Fanish Gupta, Deputy Head Cashier and R. C. Goyal, Head Cashier. The management examined Shri Kaushal, who was thoroughly cross-examined by the workman. The workman also cross-examined Fanish Gupta the Deputy Head Cashier, R. C. Goyal, G. S. Mann, J. P. Verma, Baldev Singh as their witnesses. All of them were cross-examined by the workman to his satisfaction. The perusal of their statement shows that the defence representative put very searching questions to the witnesses. There is, however, nothing to show that the workman was able to establish that the alleged occurrence manipulated and for that matter the inquiry held against him was the result of illegal nexus between Fanish Gupta, Deputy Head Cashier, M/s. Jindal Banaspati and its partner Mr. Jain and Mr. J. P. Verma who was claimed to be the Unit Secretary of the Employees Union. Thus the workman only alleged that the whole of the adverse atmosphere was created against him by Mr. Fanish Gupta, but he failed to prove that. He did not put even a question

or suggestion to him that he was not friendly with the workman or that he had special relations with M/s. Jindal Banaspati Bhandar. Mr. Gupta, in his statement deposes that while posted as Deputy Head Cashier officiating in the Mansa Branch of the management, he had made the statement before D. P. Kaushal who inquired about the matter initially. He reiterated that Shri Roop Singh had received Rs. 1000 excess from Jindal Banaspati Bhandar and when Roop Singh was leaving the Bank he was called and Rs. 1000 were recovered from him in presence of Ram Kumar, Accountant, Baldev Singh, Head Cashier and J. P. Verma, the Unit Secretary. M/s. Ram Kumar, Baldev Singh and J. P. Verma appeared as witness. Shri Verma in his statement deposed that on coming to know about the excess payment to Roop Singh he inquired from him, after telling him that there has come a telephonic message for Banaspati Bhandar that an excess amount of money has paid to Shri Roop Singh admitted to have received the money but bit reluctantly. He however, told him that the money he intended to return the money to the management. Mr. Roop Singh, however, could not give any satisfactory reply to the suggestion as to why he had not reported the Deputy Head Cashier with whom he had good relations. Shri Verma was cross-examined by the workman. The workman, during cross-examination could not take out anything to show as to why Mr. Verma made such a statement. Similar statements were made by Baldev Singh, D. S. Mann. Thus we find that the findings of the facts arrived at by the inquiry officer, the Disciplinary Authority and the Appellate Authority was not perverse or legally untenable. From the record I do not find any reason to believe that the Management had not held a fair and proper inquiry against the workman.

The reputation of an institution, much more that of a financial institution depends upon the conduct of the functionaries of the institution with the customers. If the functionaries behave in the manner it is alleged and proved in the inquiry, the customers will not believe in that institution and the very business of the institution shall run down. I think no institution can afford to retain such an employee, who will cut the roots of the institution, in which he is working. Looking from that angle the punishment awarded to the workman was not disproportionate.

After perusing all the record of the case file, I am of the opinion that the action of the management, State Bank of Patiala, in dismissing Shri Roop Singh, Clerk-cum-Cashier Mansa Branch w.e.f. 6-6-1998 was legal and justified. Therefore, the workman is not entitled to any relief. His claim is rejected and the award is passed against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 5 मार्च, 2007

का.आ. 888.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, लखनऊ के पंचाट (संदर्भ संख्या 132/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-3-2007 को प्राप्त हुआ था।

[सं. एल-41011/16/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th March, 2007

S.O. 888.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 132/2000) of the Central Government Industrial Tribunal-cum-Labour Court-I, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 5-3-2007.

[No. L-41011/16/2002-IR(B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT :

Shrikant Shukla, Presiding Officer

I.D. No. 132/2000

Ref. No. L-41011/16/2002-IR(B-I)Dt. 31-7-02

Between

Sri Dina Nath Tiwari,
Divisional Organization Secretary,
Uttar Railway Karamchari Union,
119/74, Qr. No. 61,
Kanpur (U.P.) 208001

And

The Divisional Railway Manager,
Northern Railway,
Allahabad Mandal,
Allahabad (U.P.) 211006

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute No. L-41011/16/02-IR (B-I) dated 31-7-2002 for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow :

“क्या मण्डल रेल प्रबंधक, उत्तर रेलवे, इलाहाबाद द्वारा कर्मकार श्री दयाशंकर आत्मज श्री शिवचरन एवं श्री राजेन्द्र प्रसाद आत्मज श्री राजा राम की दिनांक 1-1-1997 से सेवा समाप्त किया जाना न्यायोचित है ? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुत्तोष का हकदार है ?”

The trade union office bearers has filed the statement of claim alleging therein that Sri Daya Shankar S/o Sri Shiv Charan and Sri Rajendra Prasad S/o Rajaram have been the members of the union "Karmchari Union, Kanpur" and both have worked in Oang Railway Station, Faizalapur Railway Station from 1980 and 1983 respectively till 1991. It is further alleged that they have been working till 1996 thereafter at different places and posts. It is also alleged that from 1-1-1997 they have not been engaged which amount to retrenchment and the same is improper and illegal. The trade union has therefore demanded that the termination be declared as illegal and the workers be taken back in the services with continuity and consequential benefits.

The opposite party has denied the allegations that the workers worked till they were terminated on 1-1-97. It is further submitted that the trade union which has espoused the dispute are not recognised by the railway administration. It is also submitted that casual labour card certifying the service are issued to the casual labours from time to time but the copy of the casual labour card has not been filed by the trade union with the result if is not possible for the railway administration to verify the services of workmen Sri Daya Shankar and Sri Rajendra Prasad. It is submitted that the paid vouchers through which the casual labours are paid have limited life. The opposite party has admitted that the workers have worked till 1991 but thereafter they have not been engaged. It is submitted that the railway administration was engaging waterman for providing drinking water to the passengers during the summer season and such casual labours are engaged for 4 months but this practice is stopped for last 10 years. It is also submitted that there is no post of Paniwala existing at present. It is also submitted that since the engagement of the casual labour are stopped from last 10 years and therefore it is not true to say that they were disengaged from 1-1-97.

The trade union has filed photostat copies of the following documents :

1. The certificate of employment of Sri Daya Shankar S/o Shiv Charan paper No. 1/13, 1/44.
2. Employment certificate in respect of Sri Rajendra Prasad paper No. 1/15 and 1/16.
3. Photocopy of certificate of Daya Shankar for working from April 1980 to Sept. 1980 paper No. C-17/1.
4. Certificate of employment the copy of which is on record paper No. 1/13 and 17/2.
5. Certificate of employment paper No. 17/3 the copy of which is already on record i.e. 1/14.
6. Photocopy of letter of Station Master, Oang for work from 18-4-91 to 14-8-91 paper No. 17/4.

7. Certificate of employment paper No. 17/5 the copy of which is 1/15.
8. Certificate of employment paper No. 17/6 the copy of which is already on record i.e. paper 1/16.

Worker has also filed scheme of regularisation of casual labours of Northern Railway of Dec., 1996 and photocopy of manual, grant of regular scale to waterman during summer season.

The trade union has examined Sri Daya Shankar and Sri Rajendra Prasad. The opposite party has examined Sri Jata Shankar Tripathi.

Parties have filed written argument.

The pleading of the trade union is that Daya shankar and Rajendra Prasad were watermen. It is also alleged that the workers were terminated w.e.f. 1-1-97 without complying the provision of Section 25 F, G and H.

Perused the written arguments and carefully studied the evidence on record.

Worker Daya Shankar has stated that he worked at the post of Paniwala from 15-4-80 to 1991. He has stated in the year 1990 he has worked at Chumar and thereafter he worked as porter. His specific statement in examination in chief is that "मैंने 1991 तक पानी बिलाने का कार्य किया और आखिरी महीने 1996 तक पोर्टर का कार्य किया।"

जनवरी 1997 से मुझे कार्यालय से निकाला गया तब कोई आदेश नहीं दिया गया।"

He has referred paper No. 17/1 to 17/4 and paper No. 17/7 to 17/8 the order for regularisation of casual labour and paper No. 17/16 to 17/20 for providing regular scale and 17/17 and 17/18 are railway documents.

The worker Daya Shankar admitted that paper No. 17/1 the certificate of Station Master mentioning the work from April 1980 to Sept. 1980 as summer season waterman. He has also admitted that paper No. 17/2 is document showing him as waterman. He has also admitted that he used to be appointed for making drinking water available.

No casual labour card has been filed to show that the worker has worked till the end Dec. 1996. Paper No. 1/13 and 17/2 go to show that the worker Daya Shankar has worked as follows :

Year	Days
1981	3 days
1984	5 days
1986	23 days
1987	26 days
Total	57 days

Another document of Daya Shankar paper No. 1/14 and 17/3 showing the details as under :

Duration	Days
19-5-90 to 14-8-90	88

Besides above there are 2 photocopies which are paper No. C-17/1 and C-17/4. C-17/1 shows that Daya Shankar has worked from April 1980 to Sept. 1980 and from 18-4-91 to 14-8-91—119 days. There is no document to show that the worker has worked after 14-8-91.

Similarly there are following documents in respect of the engagement of Sri Rajendra Prasad Hot season weather Paniwala.

Paper No. 1/15 and 17/5 both the photocopies of the same document showing working details as under :

Duration	Days
1. 30-6-83 to 11-8-83	14 days
2. 16-4-84 to 15-8-84	80 days
3. 16-4-85 to 16-8-85	17 days
4. 22-4-86 to 6-6-86	35 days

Next document is paper No. 1/16, photocopy, the copy of which is 17/6 showing following details :

Duration	Days
1. 10-5-88 to 14-8-88	97 days
2. 1-5-89 to 14-8-89	103 days
3. 27-4-90 to 14-8-90	113 days
4. 23-4-91 to 14-8-91	114 days
	427 days

Although the above documents are not credit worthy as the railway has rules to issuing the casual labour card showing engagement of casual labour, but even then for the argument's sake if the above documents are to be believed then none of those 2 workers have worked after 14-8-91. In absence of the documentary evidence the evidence of Sri Rajendra Prasad and Daya Shankar can not be believed. The opposite party has produced Sri Jata Shankar Tripathi, Personal Inspector of Division, Northern Railway who stated on oath that since 1991 the engagement of waterman is completely stopped and there is no question of terminating or engaging these workers after 1991. The issue before this court is very limited. It has to see whether management terminated the services of workman on 1-1-97 and if yes i.e. illegal or improper. The workers have failed to establish that they worked after 14-8-91. Therefore the question of termination does not arise. The issue is

accordingly answered in favour of management. The workers are not entitled to any relief.

Lucknow,
20-2-2007

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 5 मार्च, 2007

का.आ. 889.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 768/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-3-2007 को प्राप्त हुआ था।

[सं. एल-12012/239/91-आई आर (बी-III)/आई आर (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th March, 2007

S.O. 889.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 768/2005) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 5-3-2007.

[No. L-12012/239/91-IR(B-III)/आई आर (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldip Singh, Presiding Officer

Case I. D. No. 768/2005

Registered on 5-9-2005

Date of Decision 3-1-2007

Amrik Singh,
Through SBI Staff Congress,
3135, Sector-22-D,
Chandigarh

... Petitioner

Versus

Deputy General Manager,
State Bank of India,
Zonal Office,
Sector-17, Chandigarh

... Respondent

APPEARANCE

For the Workman : Shri J.G. Verma

For the Management : Shri H.C. Hundal,
Advocate

AWARD

The Govt. of India vide their notification No. L-12012/239/91-IR B-3 dated 19th Sep., 1991 referred the following matter for the adjudication of this Tribunal:

"Whether the action of the Management of SBI in imposing penalty of (i) withdrawing the Special Allowance of Teller, (ii) treating the entire period of suspension as not on duty, and (iii) not to pay any back wages for the period of suspension to Mr. Amrik Singh Makker, is legally valid and justified? If not, to what relief the workman is entitled to?"

On the notice issued to the parties, on the receipt of the reference, they appeared through their representatives who changed from time to time. The workman filed his statement of claim and also placed on record photo copies of a number of documents. The management filed the reply in the shape of Written Statement. They also placed on record the photo copies of a number of documents including that of the charge-sheet served upon the workman the reply given by the workman, the proceedings of the inquiry. The workman filed his affidavit and the Management produced the affidavit of Shri Ved Prakash Handa, their witness. Both the workman and Shri Ved Prakash appeared as witness in the case.

The claim of the workman is that he had joined service with the management as Clerk-cum-Cashier in its Sirsa Branch on 24th April, 1974 and had also served them in the Regional Office; that the management had ignored the claim of the workman for promotion twice against which he raised the Industrial Dispute, which was referred for the consideration of the Industrial Tribunal as ID No. 23 of 1989. That annoyed the Management and he was transferred to Madhya Marg Branch and then to the extension Counter in Sector-8, Chandigarh; that on 2nd Dec., 1988 he went to the Head Cashier of the Regional Office, Extension counter and asked for a fresh packet of one rupee notes, but the Head Cashier behaved with him curtly and also assaulted him causing him injuries on the right hand and the forehead. The workman got himself medically examined. The Head Cashier Shri R.C. Bhatia recorded his version of the incident in the Disciplinary Action Register whereas the same should be recorded by the Branch Manager. A month thereafter he added the allegation of abuses in the complaint, but the same could not be proved. The management initiated preliminary investigations against the workman a copy of which was not provided to him; that there were complaints of assault from both sides, duly supported by the medical certificates but the management took no action against Shri Bhatia, rather he was promoted. The Management served the workman with a charge-sheet but they did not consider the reply given by him and initiated the inquiry proceedings headed by Shri R.C. Sharma. The Inquiry Officer held the inquiry in violation of principles of natural justice. He denied the workman the supply of relevant

documents and also did not provide him the opportunity to defend his case.

The further claim of the workman is that the Inquiry Officer proved the charges against the workman by misreading the evidence of the Management. The Management did not provide to the workman the pre-recorded statement of Shri A.K. Sharma, who deposed in favour of the management so as to confront him as he had made contradictory statement at two occasions. The Inquiry Officer further committed procedural lapse by depending upon the pre-recorded statement of the witness. The Disciplinary Authority punished the workman by withdrawing the teller allowance, drawn by the workman. His period of suspension was also not treated as on duty nor he was paid salary for that period. His appeal was also rejected by the appellate authority similarly. Thus the action of the Management was illegal and unjustified, based upon misreading of contradictory statements. They further committed lapse by deducting the provident fund and festival loans from the subsistence allowance paid to the workman and thus they made the workman to suffer by their action and for that reason also the report of the Inquiry and the action based thereupon is bad in law, it is judicialised and is required to quashed.

The management has opposed the claim of the workman by their Written Statement. It is their claim that the workman was found guilty of gross misconduct committed by him on 21st Sep., 1988, as he had indulged in creating a riotous scene and disorderly behaviour within the bank premises. For that he was charged sheeted. After having been found to be the guilty of misconduct, his dismissal from service was proposed but after hearing him personally only the punishment of withdrawal of special allowance a teller, treating the period of suspension as not on duty and non-payment of back wages for the period of suspension, except the amount already received by him subsistence allowance was awarded to him. His appeal was also not accepted. Claiming that the reference made under ID No. 23 of 1989 was decided in their favour, it is claimed by them that the allegation made in Para No. 4 was wrong and incorrect. According to them the workman had approached Shri C.L. Bhatia, Assistant Manager Cash and demanded one rupee note packet from him he got and raised when Mr. Bhatia asked him to wait for payment since he was handling the cash. The workman assaulted Shri Bhatia and also called him abuses in the name of his sister and mother. He also caused him injuries on the cheek and other parts of the body. Admitting that both the workman and the complainant had lodged the reports, and that in preliminary inquiry was conducted by Shri P.P. Pantha. According to them the management was not bound to provide the copy of the preliminary report to the workman as the same was not used against him. It is also their claim that the workman was given full opportunity to defend himself. The Inquiry Officer had also followed the principles

of natural justice and the rules governing the parties. They denied that the Disciplinary Authority did not apply his mind. Rather the Disciplinary Authority had taken a lenient view in this matter and awarded the punishment in terms of Bi-partite settlements and Desai Awards. They further claimed that the appeal of the workman was rejected after due application of mind and the order passed against the workman is well justified. They have also claimed that the deductions made from the subsistence allowance against the head of PF and loans were justified. The workman therefore, is not entitled to any relief.

The workman proved his affidavit, Exhibit W-1. He also relied upon the circular exhibits W-2 to W-5 and stated that he had participated in the inquiry; that he was served with a show cause notice. He was also given personal hearing and was also served upon with a tentative order of dismissal. He had also preferred an appeal but stated that it is incorrect to claim that he was given full opportunity to defend himself in the inquiry proceedings. The witness of the management Shri Ved Prakash Handa proved his affidavit Exhibit M-2 and stated that he was associated with the case while posted in the Zonal Office, and that he was not posted either with Disciplinary Authority or in the office of the AGM when the workman was punished.

It may be noted here that the workman appeared through his representative on 26th May, 2005, when the case was before CGIT-cum-Labour Court-I, Chandigarh. Thereafter, it was transferred to this Tribunal. Numerous notices were issued to the parties, but the workman did not appear and ultimately a notice under R/C was issued to the workman. It was then the workman appeared through the Counsel but on the subsequent date again absented. It is in these circumstances that the case was reserved for orders being a very old case.

I have gone through the file and have also considered the submission made by the Management in writing.

The workman has challenged the order, by which he was awarded the punishment of withdrawal of teller allowance, treating the period of his suspension as not on duty and for non-payment of salary for the suspension period, on a number of grounds. It is his case that the management has punished him by misreading of the documents produced during the inquiry. The management did not consider the reply of the workman to the charge-sheet and show cause notice; that the Appellate Authority rejected the appeal similarly without application of mind. He has also alleged that since the Management deducted the Provident Fund contribution and festival advance subscription, from the subsistence allowance, paid to him, therefore, also the order passed by the management was bad and it needs to be quashed.

This is a case in which the workman was punished after holding a domestic inquiry. The workman has admitted

that he had participated in the inquiry but has alleged that the Inquiry Officer, while awarding him punishment misread the evidence produced in the case. He did not appreciate the reply given by the workman to the chargesheet; and that the Appellate Authority also did not apply his mind and dismissed the appeal similarly. Thus the question of holding a domestic inquiry before awarding the punishment to the workman is not a dispute. What is alleged by the workman is that the Inquiry Officer, the Disciplinary Authority and the Appellate Authority did not act judicially while considering the case and, therefore, the punishment awarded is bad in law.

Here it is necessary to note that in a domestic inquiry the Tribunal has limited jurisdiction to exercise as it cannot substitute its opinion to the Disciplinary Authority so far it comes to the conclusion on facts. Hon'ble Supreme Court has laid down that even the High Court does not enjoy the jurisdiction to appreciate and come to its own conclusion on facts. According to their Lordship the Disciplinary and Appellate Authority are the sole facts authority findings. Once the findings of the facts based upon the conclusions of these authorities are recorded, the High Court in the writ jurisdiction may not normally interfere with those factual findings unless it finds that the recorded findings were perverse and/or legally untenable. In this regard the reference can be made to the judgements of the Apex Court reported as 1999(1) S.C.T. 642. The law is, therefore, settled that in a case of domestic inquiry, the Tribunal does not sit in appeal over the findings of the Disciplinary Authority and the Appellate Authority. At the best it has the jurisdiction to examine whether the two authorities followed the procedure laid down by the standing orders, rules and notification and also followed the principles of natural justice while holding the inquiry. In other words whether the workman was informed of the exact charges which he is called upon to meet; whether he was given opportunity to explain any material relied upon by the management to prove the charges, whether the evidence of the Management was recorded in the presence of the workman and he was given full opportunity to cross-examine those witnesses; whether the copies of the documents relied upon by the management were provided to the workman and he was also permitted to inspect any of the documents, relied upon the management, whether the employee was allowed to produce both documentary and oral evidence in his defence and whether he was allowed to examine himself as a witness and was also provided with the assistance to produce the material and relevant documents the employee desired to produce; and whether he was provided with a copy of the inquiry report and was allowed to make the representation to the Disciplinary Authority against the findings of the Inquiry report. In order to find out whether the Management followed these basic requirements of fair and proper inquiry, we have to go to the evidence of parties, a summary of which has given above.

The workman in his statement admitted that he was chargesheeted and an inquiry was held against him; that he had participated in the inquiry; that he was served with a show cause notice by which tentative punishment was proposed; that he was given personal hearing; and that the tentative punishment of dismissal was changed to the withdrawal of allowance; and that he had preferred an appeal against that order. He, however, in the end stated that he was not given full opportunity to defend himself during the inquiry proceedings. Neither in the statement before this Tribunal he detailed as to what he expected from the management so as to say that he was given full opportunity to defend himself. In the statement of claim he alleged that the inquiry officer and the Disciplinary Authority had misread the evidence produced in the inquiry. He failed to convince the appellate authority about this allegation. In this Tribunal also he could not show as to what should have been read in the evidence, produced during the inquiry which the Disciplinary and Appellate Authority did not read. He could also not say as to how the principles of natural justice violated during the inquiry. He failed to show as to how Shri A.K. Sharma, the witness made contradictory statements. Thus I find that the appreciation of the evidence, done by the Disciplinary and Appellate Authority is not such which can be described as perverse and legally untenable. In fact it is the case of the workman that the unfortunate incident had occurred when he approached Shri C.L. Bhatia and demanded a pack of one rupee fresh notes. It cannot be accepted that Mr. Bhatia on such a demand could have attacked the workman, who was his colleague and posted in the same Branch. The Workman has admitted that both the workman and Shri Bhatia had sustained injuries in the incident which took place in the Chamber of Mr. Bhatia. It cannot be accepted that the offence should have been given by Bhatia and even if Mr. Bhatia behaved curiously with the workman it was expected of the workman to have approached the Branch Manager about the behavior of Mr. Bhatia and instead should not have altercation with Mr. Bhatia about his misbehaviors. The behaviors of the workman definitely created an atmosphere which could not have been left unnoticed or which would have definitely affected the congenial atmosphere required for the working of financial institution. The workman has utterly failed to show that the management has punished him after being annoyed about the raising of dispute by him against them which culminated into a reference, by the appropriate govt. It cannot be accepted that all the employees posted in that Branch were annoyed with the workman, as they could not be responsible for the denial benefit to the workman resulting into his raising the demand and the reference.

After going through all the evidence available on record I am of the opinion that the management did not commit any procedural lapse nor violated the principle of natural justice, in holding the inquiry against the workman.

The punishment awarded to the workman was also not disproportionate to the alleged conduct of the workman. The workman is, therefore, not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 13 मार्च, 2007

का.आ. 890.—ओमेश्वर किल्ड अधिकारी, 1947 (1947 का 14.) की भाग 17 के अनुसार में, सेनानी सम्बन्ध कर्ता नाम: एस्ट मैनेजमेंट कं. प्रा. लि. के प्रबन्धने के बाबत नियोगी और उनके कर्मकारों के बीच, अनुदाय में नियंत्रण ओमेश्वर किल्ड अधिकारी सरकार ओमेश्वर ओमेश्वर/प्रथम नामांकन न.—। अपने के पंचाट (संदर्भ संख्या 26/2004), को प्रकाशित करता है, कि सरकार सरकार को 13-3-2007 को आदेश द्वा

[सं. एल-12011/304/2003-आई आर (बी-II)]

राजिंद्र कुमार उत्तम अधिकारी

New Delhi, the 13th March, 2007

S.O. 890.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/2004) of the Central Government Industrial Tribunal, Mumbai Labour Court No. I, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of UTI Asset Management Co. Pvt. Ltd., and their workmen, which was received by the Central Government on 13-3-2007 (B.S.P.)

[No. L-12011/304/2003-IV(B-II)]

RAJINDER KUMAR, Dept. Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. I, MUMBAI

Present:

Justice Ghanshyam Dass, Presiding Officer

Reference No. C.G.MT-26 of 2004

PARTIES:

Employers in relation to the management of,
UTI Asset Management Co. Pvt. Ltd.

AND

Their Workmen

APPEARANCES:

For the Management : Ms. N. Menon, Adv.

For the Association : Mr. K.J. Deekshapuri, Legal

Adviser

State : Maharashtra

Mumbai, dated the 28th day of February 2007.

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub Section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-12011/304/2003/IR(B-II) dated 24-3-2004. The terms of reference given in the schedule are as follows :

"Whether the demand of the union for giving/exercising the IIIrd option for pension to the employees of the erstwhile UTI (Now UTI AMC Pvt. Ltd.) w.e.f. 1-9-2000 at par with the RBI/IDBI in view of terms contained in Settlement dated 18-4-1996 read with Settlement dated 28-3-2001 is legal, proper and justified ? If so, what relief the union is entitled for and from which date and what other directions are necessary in the matter ?"

2. The dispute in between the workmen of Unit Trust of India (AMC) Pvt. Ltd. and its Employer for giving/exercising the third option for pension.

3. The statement of claim has been filed by the Dy. General Secretary of All India Unit Trust Association (hereinafter referred to as Union for the workmen). The UTI was established as statutory corporation within the broader canvass of Reserve Bank of India (R.B.I.) by an Act of Parliament in the year 1963. In the year 2002, Parliament enacted UTI (Transfer of Undertaking and Repeal) Act, 2002, as a consequence of which UTI (AMC) Pvt. Ltd. was formed by State Bank of India, Bank of Baroda, Punjab National Bank and Life Insurance Corporation of India under the provisions of UTI (Transfer of undertaking and Repeal) Act, 2002. The management of UTI (AMC) Pvt. Ltd. introduced Voluntary Separation Scheme (VSS), as a result of which around 1,200 employees out of 2,400 opted for VSS which include around 500 workmen employees. Out of them around 300 employees in workmen category are covered under the mandatory Pension Scheme introduced in 1995. The present reference factually is concerning to around 200 employees who had joined UTI prior to 1995 and who have not opted for pension in the year 1997.

In view of charter of demand it was agreed vide memorandum of Settlement dt. 14-6-1982 that "Management agrees to consider formulating a suitable Pension Scheme on the lines of Schemes formulated by RBI and IDBI, if and when finalized by them." Again in the Settlement dt. 15-9-1990 Management agreed to consider formulating a suitable pension Scheme on the lines of the Scheme formulated by RBI and IDBI, if and when finalized by them. The RBI and IDBI formulated a Scheme for its employees in 1993 and immediately thereafter, the UTI introduced Pension Regulations 1994. Pension was compulsory for the

employees who joined UTI on or after 1st Jan. 1995. The UTI issued again Administrative Circular dt. 24-12-1996 under the title UTI Pension Regulations 1994 for exercising of the IIInd option in view of the fact that RBI had issued a circular for giving IIInd option for pension to its employees and UTI management honoured its commitment for giving the IIInd option. On 4th September 2000 to allow all existing employees (CPF optees) and also those employees who were in the Bank service as on 1-11-1997 but retired thereafter that CPF benefits to exercise a fresh option to be governed by RBI Pension Regulations. Immediately thereafter Union brought to the notice of the management of UTI (AMC) Pvt. Ltd. for giving options for pension. At that time, the negotiations about the charter of demand were in progress and for this reason the management assured that once the charter of demand is settled, the question of giving another option for pension will be resolved. On 28-3-2001 a Memorandum of Settlement was entered into which was made effective from 1st Jan. 2001. After the aforesaid settlement, the Union hoped that management will hold further discussion regarding pension option and the management was submitted a list of residual issues as desired by the management. The dialogues in this respect continued. It was even discussed during the All India Central Executive Committee who conveyed to the management vide letter dt. 11-1-2003. On 18-1-2003 the meeting of the Association with Department of HRD under the Chairmanship of Chairman, UTI was held but the management avoided this issue and put on record about the re-structuring of UTI which became effective from 1st Feb. 2003 and UTI (AMC) Pvt. Ltd. came into existence. The Union wrote to the Chairman, UTI (AMC) Pvt. Ltd. on 13-7-2003 and thereafter, raised the dispute before the Regional Labour Commissioner on 28-5-2003. The conciliation failed and hence the Central Government made the reference.

The contention of the Union is that the workmen are being extended the same service conditions and pay and allowances equal to those prevailing in RBI and IDBI. The first wage settlement was arrived in the year 1982 on the same lines as evident from clause 16(3) whereby management agreed to consider formulating a suitable pension scheme on the lines of schemes formulated by RBI and IDBI if and when finalized by them. It was accordingly made. The employees were given even IIInd option of pension when RBI issued the circular in the year 1996 immediately after pay revision. The IIIrd option of pension in RBI came in 2000 immediately after pay revision but the UTI (AMC) Pvt. Ltd. refused to offer it under the garb of on going negotiations talks for charter of demand in the year 2000 which ended by signing of a Memorandum of Settlement dt. 28-3-2001. It is contended that the management has assured at the time of the signing of the Settlement that it will consider the third Pension option. However, even after signing of the above settlement, the

management continued its efforts for settlement providing for a separate pay scales and service conditions independent of RBI and IDBI and for this purpose, management (Personnel) even visited Centres and addressed General body meetings to emphasize upon the employees to accept that but the Union rejected this proposal and did not agree to the service conditions independent of RBI and IDBI. It is also contended that the aforesaid settlement dt. 28-3-2001 was made effective from 1st Jan. 2001 in view of the assurance by the management to offer one more Pension option on the lines of RBI which had issued IIInd option for Pension in September 2000. The Management however did not agree to issue IIIrd option for Pension and thereby betrayed the Union by not honouring its own commitment in the form of oral assurance for considering the IIIrd option of pension.

6. The contention of the management is that in view of the settlement dt. 28-3-2001 it has been expressly agreed upon that the service conditions of the employees of the erstwhile UTI would be de-linked from IDBI and RBI w.e.f. 1-1-2001. Vide clause 22 of the settlement, it was agreed that all other residual issues would be discussed separately. Vide clause 23 of the aforesaid settlement it was agreed upon that the Union would not raise any new demand either directly or indirectly involving any financial burden on the employer. The Union raised the question of IIIrd option of pension for the first time in 2nd April, 2002 after above a year from the aforesaid settlement. The Union did not raise the question of Pension option in its earlier letter dt. 8th April, 2001 while discussion of all residual issues. The Union raised the dispute before the Regional Labour Commissioner just to create pressure upon the management and the management had set out in detail the facts before the concerned Labour Commissioner which led to the failure of the conciliation talks. Since the de-linking of service conditions from RBI and IDBI is there w.e.f 1st Jan., 2001 in view of the Settlement dt. 28-3-2001 and there was no assurance as alleged, the union is not entitled to raise the dispute or claim any relief. It is also contended that the issue of pension could not be kept open for indefinite period and if accepted would cause a financial burden to the tune of approximately 64 crores. The management was not bound by the IIIrd option of Pension of RBI since it was at liberty to formulate its Pension policies after de-linking of the service conditions. The Union could not have any legitimate expectation for issue of IIIrd option of Pension in the terms of RBI since there was no assurance from the side of the management alleged and all allegations in this respect are specifically denied.

7. The Union filed the affidavit of Shri Ishwar Gurmasighani in lieu of his examination in chief in support of the claim of the union in the capacity of the Dy. General Secretary of All India Unit Trust Employees Association. He has been cross-examined by the learned counsel for the management. There is nothing worth in it. He reiterated his

stand that at the time of the execution of the settlement dt. 28-3-2001 the management had assured that circular would be issued for introduction of one more Pension option after signing of the aforesaid memorandum of Settlement. The assurance was oral and not in writing. The Union also examined before the Tribunal Mr. Harish Sharma, President of Unit Trust Association on the point of assurance given out by the management at the time of the signing of the settlement dt. 28-3-2001. He also stated that the management meant A.R. Palwarkar, Executive Director, Mr. D.S. Mistry, Executive Director, B.S. Pandit, Executive Director and Mr. M. Parameshwaran, Chief General Manager. He has been cross-examined by the learned counsel for the management.

8. The management filed affidavit of Shri R. Subramanyam, Vice-President NRD on behalf of the management in view of examination in chief. He has been cross-examined by the learned counsel for the Union. He has admitted in his cross-examination that Pension was made compulsory for UTI from 1995. He could not recollect as to how many workmen have joined prior to 1995 and had not opted for pension. He also admitted that he did not file any document to show the burden of Rs. 64 crores on the implementation of the IIIrd option of Pension. He also admitted that management had come forward suo motu regarding the de-linking of service conditions from RBI and for it, it had issued that letter dt. 9-10-2000. He also stated that officers of UTI addressed the workmen Union about the de-linking of service conditions after signing of the memorandum of Settlement and that Delhi Union had issued a notice of strike against the de-linking of service conditions. He was fully associated with the negotiations for settlement dt. 28-3-2001. The VSS was introduced in 2003. The UTI created Pension Fund near about September 2003. He is not able to say as to how many workmen have been benefited by the VSS and how much financial burden have been there upon the UTI. He also specifically stated that matter of pension was discussed during negotiations for de-linking. He cannot say at present that discussion of pension was recorded in minutes or not. The Management had said during discussions that it would look into the demand of pension. The UTI gave pension option in September 2001. The UTI did not grant the pension option accordingly. The parties have filed the documents which have been accepted on record since they are not in dispute.

9. I have heard the learned counsel for the parties and perused the record. The written submissions furnished by the parties have also been perused.

10. The short question for consideration is as to whether the workmen are entitled for the IIIrd option of Pension despite the signing of the settlement dt. 28-3-2001.

11. The basis of the claim for the union is that it had been enjoying the same service conditions with all benefits at par with R.B.I. and IDBI; that it had been given 1st and IIInd option of Pension in accordance with the circular

issued by the RBI in that respect and that the management had assured for grant of Pension option at the time of the signing of the memorandum of settlement dt. 28-3-2001.

12. The main contention of the management is that the issue of Pension could not be kept alive forever and more so the service conditions of the workmen were delinked from IDBI and RBI w.e.f. 01-1-2001 and that there was no oral assurance as alleged by the Union. There is no dispute about the fact regarding the incorporation of UTI and UTI (AMC) Pvt. Ltd. There is no dispute about the fact that the workmen had been given all benefits which were being availed by the staff of RBI and IDBI since 1994 under Pension Regulation 1994. The Ist and IIInd option of the Pension was given to the staff of RBI was extended to the workmen under reference despite the existence of Memorandum of Settlement. It is the admitted position that as and when there was any circular issued by the RBI regarding upward pay revision and accordingly the pension, it was accorded to the workmen under reference. The dispute arose when the RBI issued the IIIrd option in September 2000 and the management avoided its extension on the plea of execution of Memorandum of Settlement dt. 28-3-2001. It is also contended that the Union raised the dispute after about one year which is not maintainable and that the Union could not claim any benefit of legitimate expectancy. The Union did not raise the issue on Pension in the letter dt. 8-4-2001, issued just after the signing of the memorandum of Understanding dt. 20-3-2001 which was with respect to discussion of residual issues under clause 22 of the aforesaid settlement. It is also submitted that at the time of signing of the bipartite settlement dt. 18-4-1996, it was made clear that the Pension Scheme would continue but there was no assurance given that it would be kept open for all times to go.

13. In support of the submission put forth by the learned counsel for the management, the following rulings have been cited :

- (i) (1997) 4 SCC 252 Rabindranath Mukhopadhyay and Anr Vs. Coal India Limited and Anr;
- (ii) (2006) 8 SCC 200 Jayrajbhai J. Patel Vs. Anilbhai N. Patel;
- (iii) (2005) 6 SCC 138 Master Marine Services Pvt. Ltd. Vs. Metcalfe and Hodgkinson (Pvt.) Ltd.
- (iv) (2005) 10 SCC 84 Damoh Panna Sagar Rural Regional Bank Vs. Munna Lal Jain;
- (v) (1993) 4 SCC 62 State of West Bengal and Others Vs. Ratan Behari Dey;
- (vi) 2006 (8) SCC 381 Ram Pravesh Singh Vs. State of Bihar;
- (vii) (2000) 1 Bom C.R. 743 B.J. shetty Vs. Air India Limited and Anr.

14. On a consideration of the aforesaid rulings I find that except the ruling of Ram Pravesh Singh V/s. State of Bihar 2006(8) SCC 381, none of them is applicable on the facts and circumstances of the case. The case of Rabindranath Mukhopadhyay (supra) is related to the grant of Leave Travel Concession, the case of Jayrajbhai J. Patel (supra) is related to the dispute of election; the case of master Marine Services Pvt. Ltd. (supra) is related to distribution of State largesse/Government contracts which was discussed under the concept of public interest; the case of Damoh Panna Sagar Rural Regional Bank (supra) is related to the question of misconduct and the importance of recording of reasons for passing the Administrative order; in the case of State of West Bengal and its employees (supra) the fixation of the date for exercising the option for pension was not found to be arbitrary or irrational or violative of Article 14 and 16 of Constitution of India in view of fixation of date of pension by Pay Commission. The last case of Confederation of Ex-Servicemen is related to the grant of Medicare/Medical Aid to the Ex-servicemen and the right to get free and full medical aid was not found to be a fundamental right of Ex-Servicemen. Hence, these cases are not applicable to the present case.

15. The Honourable Supreme Court has laid down the law relating to legitimate expectancy in the case of Ram Parvesh Singh Vs. State of Bihar 2006 (8) SCC 381 and the ratio of the decision is that doctrine of legitimate expectation can be invoked only by someone who had dealings or transactions or negotiations or a legal relationship with the authority concerned and none other can invoke the said doctrine merely on the ground of a general obligation of the authority to act fairly.

16. The learned counsel for the union cited 1998 (4) LLL 991 (Supreme Court) National Building Construction Corporation V/s. S.P. Singh and others wherein the Honourable Supreme court has held that legitimacy of expectation has to be determined keeping in view larger public interest and not according to claimant expectation. The legitimate expectation should be displaced by policy decision which was passed on objective assessment of prevailing circumstances.

17. The learned counsel for the Union has also cited N. Kumar V/s. Union of India 2001 (89) FLR 314 (Allahabad High Court) wherein the honourable High Court has laid down as below :

"From the survey of various decisions it may be observed that the doctrine of legitimate expectation contemplates :

- (i) Fairness in action;
- (ii) Equal treatment;
- (iii) Absence of arbitrariness;

- (iv) The authority is to follow the normal course of conduct in its dealing with the person concerned; and
- (v) Judicial review of the authority concerned.

These principles may be made applicable even though the aggrieved person has no legal right in private law as stated in Halsbury's Laws of England that the person may have legitimate expectation of being treated in certain way by an administrative authority having no legal right in private law to receive such treatment."

18. The main contention of the UTI (AMC) Pvt. Ltd. for denial of IIIrd option of Pension is the existence of Memorandum of Understanding dt. 28-3-2001 wherein the service conditions of the employees have been delinked from RBI and IDBI w.e.f. 1-1-2001 and the Union did not raise the dispute of pension either at the time of signing of the aforesaid settlement or thereafter by issuing the letter dt. 2-4-2001 for discussion on the residual issues. On the face of it, it appears to be true that delinking of service conditions as per settlement dt. 28-3-2001 is there but still the staff did not accept it and the management knew it fully well with open eyes. The management admittedly to impress upon the staff went on propagating the acceptance of delinking by having direct meeting with the staff at the Centres and organizing seminars/conferences for it. If there was no dispute about the service condition there was no justification for the management to approach by going directly to the Centres and having seminars and conferences for it to make the employees agreeable with the delinking of the service conditions. It is clear on record that the staff did not accept it and straightaway refused the proposal at every stage. The issue of Pension was not raised while discussing the residual issues since the Pension option was not a issue to be discussed therein. The employees were under hope that they would get the benefit of Pension as and when the opportunity arose by upward revision of pay scale and Pension by the RBI. The basis of this hope was a clear cut assurance given out by the management for it at the time of signing of the settlement dt. 28-3-2001. The management has tried to deny the factum of giving the assurance but this denial is apparently false.

Mr. Harish Sharma, a witness for the Union in the capacity of President of All India Unit Trust of India Association stated that assurance was given by the management. The management means Mr. A.R. Palwankar, Executive Director, Mr. D.S. Murthy, Executive Director B.S. Pandit, Executive Director and Mr. M.P. Parameshwaran, Chief General Manager. The management had the opportunity to examine any one of them to rebut the theory of assurance but this Course was not opted for the reasons best known to it. Contrary to it, the management examined Mr. R. Subramanyam, Vice-President, HRD of UTI AMC Pvt. Ltd. who admitted in his cross-examination in clear terms that the management had said during discussion that it would look into the demand of Pension meaning thereby there was a clear cut assurance to consider the issue of Pension as and when opportunity arose for it. In this context, the denial of oral assurance by the management is not acceptable. In this view of the matter, despite the fact that delinking of service conditions was mentioned in the Memorandum of Understanding dt. 28-3-2001, the employees had the legitimate expectation on the basis of the oral assurance that they would be given the liberty for exercising the IIIrd option of Pension in all fairness and equity if it was so given by the RBI to its staff. Hence, the theory of legitimate expectation is available to the workers under reference. Keeping in mind the settled legal position in the aforesaid cases the non-raising of issue at the time of discussion of residual issue does not make any difference and the fact that the Industrial dispute was raised for the first time after one year from the settlement dt. 28-3-2001 before the Regional Labour Commissioner also does not help the management for showing that the dispute is belated and is not maintainable.

19. In view of the aforesaid discussions, I conclude that the demand of Union for giving/exercising the IIIrd option for pension to the employees of the erstwhile UTI (Now UTI AMC Pvt. Ltd.) w.e.f. 1-9-2000 at par with the RBI/IDBI in view of terms contained in Settlement dated 18-4-1996 read with Settlement dated 28-3-2001 is legal, proper and justified.

20. An Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer